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Director

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Chief Deputy

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Deputy Director

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Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 June 2, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

June 02, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS WITH EPD CONSTRUCTION, INC. AND BIOSOLUTIONS, INC.
FOR AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to award contracts to EPD Construction, Inc. and BioSolutions, Inc. for as-needed maintenance of 17 septic tank systems located at Malibu Surfrider, Point Dume, Topanga, Dan Blocker and Zuma Beaches in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve award of and instruct the Mayor to sign a three-year contract, with two one-year extension options and an additional six month-to-month extensions, with EPD Construction, Inc. for as-needed maintenance of one Microseptec septic tank system located at Zuma Beach in Los Angeles County, to commence July 1, 2015 or the date of approval by your Board, if later, at an annual cost not to exceed \$14,502.
2. Approve award of and instruct the Mayor to sign a three-year contract, with two one-year extension options and an additional six month-to-month extensions, with BioSolutions, Inc. for as-needed maintenance of 16 Advantex septic tank systems located at Malibu Surfrider, Point Dume, Topanga, Dan Blocker, and Zuma Beaches in Los Angeles County, to commence July 1, 2015 or the date of approval by your Board, if later, at an annual cost not to exceed \$96,000.
3. Authorize the Director of the Department of Beaches and Harbors to exercise the two one-year contract extension options and, if needed, the six month-to-month extensions for each contract at an annual cost not to exceed \$110,502 in aggregate between the two contracts, if, in his opinion, EPD

Construction, Inc. and BioSolutions, Inc. have successfully performed the services during the previous contract period and the services are still required.

4. Authorize the Director of the Department of Beaches and Harbors to increase the contract amounts by up to 10% in any year of the contracts or any option year, for any additional or unforeseen services within the scope of these contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contracts (Attachment I) will enable the Department to continue to secure as-needed maintenance services for the advanced treatment of 17 septic systems, comprised of one Microseptec septic tank system and 16 Advantex septic tank systems at Malibu Surfrider, Point Dume, Topanga, Dan Blocker, and Zuma Beaches. Electronic remote monitoring, periodic inspections and as-needed maintenance of these septic systems ensure the proper sanitizing of the wastewater, thus preventing potential public health and environmental hazards at County-owned, controlled and managed beaches.

Certified service providers will provide maintenance of the advanced septic systems on an as-needed basis. The requested services are all of an extraordinary, professional and technical nature and are needed on a part-time and intermittent basis.

Implementation of Strategic Plan Goals

The septic tank maintenance services provided by the recommended contractors will promote and further the Board-approved Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), by enabling the Department to operate well maintained recreational County facilities, and Community Support and Responsiveness (Goal 2), by providing enhanced services and mitigating potential public health and environmental hazards at County-owned, controlled and managed beaches.

FISCAL IMPACT/FINANCING

The total annual compensation for the septic tank maintenance services shall not exceed \$14,502 for EPD Construction, Inc. (EPD) and \$96,000 for BioSolutions, Inc. (BioSolutions). If needed, the contracts provide that the Department's Director may, by written notice to the contractors, increase the maximum annual compensation by up to 10% (\$1,450 for EPD and \$9,600 for BioSolutions) in any contract year or optional extension period. The contracts do not include any cost of living adjustments during the term of the contracts.

Operating Budget Impact

The recommended Contract will increase the current annual base Contract cost by \$46,502, from \$64,000 to \$110,502. Funds to finance future years and the 10% for any additional or unforeseen services within the scope of these contracts will be funded from the Department's Operating Budget within budgetary resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Except for variations relating to service fees, the two contracts for septic tank maintenance services being presented to your Board are substantially identical. The contracts are for a three-year term,

with two one-year extension options and, if needed, six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contracts will commence on July 1, 2015, or the date of approval by your Board, if later.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements. The insurance coverage, indemnification, and liability provisions included in the contracts have been approved by the CEO's Risk Management Branch.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as services are provided on an as-needed basis and are of an intermittent nature.

The terms and conditions of the contracts have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to the California Environmental Quality Act (CEQA), as it does not meet the definition of a "Project" under Section 15378 of the CEQA Guidelines.

CONTRACTING PROCESS

On January 12, 2015, the Department of Beaches and Harbors (Department) issued an Invitation for Bids (IFB) for as-needed septic tank maintenance services for 17 septic tank systems located at Malibu Surfrider, Point Dume, Topanga, Dan Blocker and Zuma Beaches. The IFB was advertised in the Argonaut, Compton Bulletin, Daily Breeze, Daily News, Eastside Sun and San Gabriel Valley Tribune. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as on the Department's Internet site, where the full document was available for download. The IFB allowed bidders to submit bids for maintenance of either or both the Advantex and Microseptec septic tank systems. Initially, only one bid was submitted in response to the IFB by an Advantex service provider. The Department, therefore, issued a second IFB, resulting in an additional bid submitted by a certified Microseptec service provider. After the bids were reviewed to ensure they met the IFBs' minimum requirements and the proposers were responsive, it was determined that BioSolutions and EPD were qualified to provide service for the Advantex and Microseptec septic systems, respectively.

BioSolutions and EPD are the Department's current contractors and have the necessary experience to provide these services.

On final analysis and consideration of these contract awards, Bio Solutions and EPD were selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects. These contracts provide for the continuation of services through Board-approved contracts.

CONCLUSION

Authorize the Executive Officer of the Board to send two adopted copies of this letter and two executed contracts to the Department of Beaches and Harbors, Administrative Services Division, 13483 Fiji Way, Trailer #3, Marina del Rey, CA 90292. Should you have any questions, please contact Nicolette Taylor at (310) 577-5736 or NTaylor@bh.lacounty.gov.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Jones", with a stylized, looping initial "G" and a horizontal line extending to the right.

GARY JONES

Director

GJ:MT:mt

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

BIOSOLUTIONS, INCORPORATED

FOR

AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
BIOSOLUTIONS, INCORPORATED
FOR
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

This Contract and Exhibits made and entered into this 2nd day of June, 2015 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide septic tank maintenance services on County-owned, controlled or operated beaches.

RECITALS

WHEREAS, the County may contract with private businesses for as-needed septic tank maintenance services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as-needed septic tank maintenance services; and

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles Charter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the septic tank maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. Appendices A, B, C, D and E and Exhibits A through F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, referenced appendices and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, Appendix C (Forms P1- P20) and then to the Exhibits.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors - The Board of Supervisors of Los Angeles County.

Chief Deputy - The Chief Deputy of the Department.

Contract - An agreement for performance of the work between the selected Bidder(s) and the County, approved by the Board of Supervisors.

Contract Administrator (CA) - The Chief of the Facilities and Maintenance Division of the Department or authorized designee.

Contract Year - The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

Contractor(s) - The Bidder(s) whose Bid(s) is accepted by the Board of Supervisors for performance of the Contract work.

Contractor's Representative - The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.

County - The County of Los Angeles.

County Counsel - The Los Angeles County Office of the County Counsel.

Department - The Los Angeles County Department of Beaches and Harbors.

Director - The Director of the Department.

Invitation for Bids (IFB) - All parts of this document, including its appendices, exhibits and forms.

Offer to Perform - Form P-1 of the IFB.

Performance Standard - The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Bidder - Any person or entity authorized to conduct business in California who submits a Bid.

Statement of Work - Explains in detail the Work to be performed pursuant to the contract.

Subcontractor - A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3.0 WORK

3.1 Contractor shall perform the work set forth in Appendix B, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Recitals. In the case of a misrepresentation of facts set forth in Section 8.44, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

4.0 CONTRACT TERM

4.1 Initial Term

The term of this Contract shall be three years, commencing July 1, 2015 or after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Two One-Year /Six Month-to-Month Extensions

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. Each such extension shall be exercised at the sole discretion of the Director or his designee. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option. The Director may also extend the Contract term on a month-to-month basis subject to the terms and conditions of this Contract. Up to six one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. The County maintains a database that tracks/monitors performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Extension to Complete Emergent/As-Needed Services

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. Contractor shall not perform any emergent or as-needed work after the expiration of the contract without an approved written extension.

4.4 Contractor to Notify County When it is Within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

4.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

5.0 CONTRACT SUM

5.1 Compensation

The net amount the County shall expend from its own funds during any Contract year for septic tank maintenance services shall not exceed the maximum annual amount provided by Contractor's submitted Form P-1, Offer to Perform, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.2 Increase of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount to cover unexpected services, which is not subject to reimbursement from other third parties by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

5.4 Compensation Payable Only Under Completion of Items/Description of Work at Quoted Rates

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work issued under the Contract and executed by the Director or the Chief Deputy. Compensation for all work shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 5.1 and 8.47.

5.5 No Increase in Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

5.6 Additional Work

The Contractor shall be compensated for additional work authorized in writing by the Director at the rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 5.1 and 8.47. Emergency, special or unscheduled services that take place outside of regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be considered additional work subject to this Section and will be paid at the rate per hour for unexpected services, as specified on Form P-1. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

5.7 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

5.8 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payment

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work specified in Appendix B - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1 - Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.9.2 The Contractor shall submit an invoice to the Department on or before the fifteenth of the month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice for which it claims payment. Invoices shall identify the Contract number, Contractor address, the dates and

locations where work was performed and the names of employees who performed the work. If unscheduled work additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation. All invoices under this Contract shall be submitted to the following address:

Los Angeles County
Department of Beaches and Harbors
Financial Services Section
13575 Mindanao Way
Marina del Rey, CA 90292

The County may withhold from payment any amount assessed by the CA which is authorized as a set off, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 8.43, Termination for Default.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

5.9.3 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Facilities and Maintenance Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of County Administration referenced in the following sub-paragraph is designated in Appendix E - County's Administration. The County shall notify the Contractor in writing of any change in the name of the address shown.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-14 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative. The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Representative on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

7.3 Confidentiality

7.3.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.3.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.3, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.3 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.3.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee. In the event the Contractor does not sign the Amendment, the Contractor may not be considered for further work pursuant to the Contract.
- 8.1.3** The Director of the Department and/or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services

to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigation and responding to complaints.

- 8.5.1** Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation,

or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Form P-6 – Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit B and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2)

Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they

may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of

such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other

party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.3 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without Limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the

“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division, Contracts Unit-
13837 Fiji Way
Marina del Rey, CA 90292**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be

provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial ratings

Coverage shall be placed with insurers acceptable to the County of Los Angeles with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement

form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of the Department, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of the Department, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of the Department, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of the Department, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of the Department, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of the Department, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances, a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Statement of Work, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit C, Internal Revenue Service Notice No.1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Form P-14, Contractor's Administration. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless

the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Unit
13837 Fiji Way
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 8.208.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall

continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42-Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit

of creditors.

8.45.2 The rights and remedies of the County provided in this Section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 8.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 8.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County

to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 8.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.51 "Warranty of Compliance with County's Defaulted Property Tax

Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 8.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should

have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the

certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.3.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

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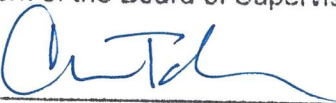
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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Mayor of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By 
Deputy



ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

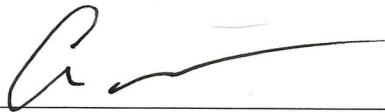
By 
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By 
Deputy

BIOSOLUTIONS, INC.

By 

COUNTY OF LOS ANGELES

By 
Mayor, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39

JUN 02 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78378

**LOS ANGELES COUNTY OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICE**

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Bidder shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Bid.

1.3 Personal Services of Designated Persons Required

This Contract provides that the individuals identified in the Contractor's bid must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

1.4 Property Damage

County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1** The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule servicing of added facilities and otherwise amend and modify the Statement of Work in accordance with the County's needs. Such amendments and modifications may be made by the Director or his/her designee.
- 2.2** The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes.
- 2.4** All changes must be made in accordance with Appendix A, Sample Contract, sub-paragraph 8.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 3.1** The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.
- 3.2** The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be submitted to the County's Contract Administrator for review and may be subject to amendment by the Director or his designee. The plan shall include, but may not be limited to the following:
- Method of monitoring to ensure that Contract requirements are being met;
 - Documentation methods of all monitoring results, including any corrective action taken; and

- Steps taken to correct deficiencies reported by the Department or discovered by your reviewer.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Appendix A, Sample Contract, sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 General Requirements

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within ten workdays.

- 4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.4 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in this Statement of Work, or proceed with Contract termination as provided in Appendix A, Sample Contract, sub-paragraph 8.43, Termination for Default.

4.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County Contract Administrator

5.1.1 The Facilities and Property Maintenance Division Chief, or his authorized designee, shall be the Contract Administrator who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

5.1.2 The Contract Administrator will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

5.1.3 The Contractor's work shall be subject to the Contract Administrator's acceptance and approval, which shall not be unreasonably withheld.

5.1.4 The Contract Administrator is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor's Representative

5.2.1 The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

5.2.2 The Contractor's Representative shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

5.3 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The Contractor's Representative may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

5.4 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

5.5 Changes of Key Personnel

The Contractor shall obtain the approval of the Contract Administrator before replacing the Contractor's Representative or the supervisor. Such approval shall not be unreasonably withheld.

5.6 Personnel

- 5.6.1** Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- 5.6.2** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the facility.
- 5.6.3** Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft or felony convictions.
- 5.6.4** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.
- 5.6.4** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

5.6 Communication with Department

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

5.7 Emergencies

The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special septic tank maintenance services. The Contractor shall make such services available within two hours of telephone notice.

5.8 Reporting Injury, Theft, Damage or Vandalism

The Contractor's Representative shall report to the Contract Administrator any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the Contract Administrator.

5.9 Reporting Emergency Repairs

The Contractor's Representative shall report immediately to the Contract Administrator any condition of the facilities requiring emergency repairs. After hours notification shall be made to:

John Giles, District Manager

(310) 454-7962 Office

(310) 420-5596 Cellular

-or-

Carlos Zimmerman, Asst. Div. Chief

(310) 305-9591 Office

(310) 420-4973 Cellular

5.10 Other Duties

The Contractor shall perform other duties within the scope of the Contract as required by the Director.

6.0 SCOPE OF MAINTENANCE – MICROSEPTEC SEPTIC SYSTEM MODEL ES-12

6.1 On-going Services

6.1.1 Remote System Monitoring

Contractor shall monitor the system for performance and respond to the system alarms on an on-going basis. In the event a system alarm is received, Contractor shall first attempt to correct the system fault remotely. If the system cannot be corrected remotely, contractor shall respond and send a technician to the site within four hours of an alarm. Contractor shall ensure phone/data line is in working condition, and if

not, coordinate with the phone service provider for repair to ensure a swift response to the system alarms.

6.2 Monthly Services

Contractor shall supply and add Chlorination and De-chlorination tablets as needed.

6.3 Quarterly Services

6.3.1 Septic Tanks

Contractor shall perform scheduled preventive maintenance as recommended by the manufacturer. If needed, maintenance shall be performed on a monthly basis. This includes, but is not limited to, cleaning, lubricating, inspecting, testing, sampling and adjusting the septic system. In addition, the contractor shall inspect all risers for the following:

- Water level
- Sludge thickness and consistency
- Clearance of all obstructions
- Scum thickness and consistency
- Liquid levels
- Pumps floats
- Pump amperage
- Flow rate
- Plumbing Tee's cleared of obstacles

6.3.2 Dispersal Field

Inspect and clean any obstructions on the Dispersal Box (D-Box).

6.3.3 Calibrate Telemetry

Inspect and calibrate all the sensors to assure the telemetry unit is working properly.

6.3.4 Reporting

Contractor shall complete reports as required by the Contract Administrator.

6.3.5 Sampling

Service provider shall perform effluent sampling and County reporting.

6.3.6 Alkalinity and Feed Equipment

- Inspect Pump Operation (Clean if necessary)
- Inspect Mixing Unit
- Check chemical level (add soda ash when necessary)

6.4 As-Needed Services

The Contractor will be responsible to perform minor repairs that do not involve replacement of parts, such as connecting loose wires, etc.

7.0 FACILITIES, EQUIPMENT AND PARTS FURNISHED BY COUNTY

7.1 Storage

During the term of the Contract or any extension period, the Contractor may store the equipment and supplies used in performance of the Contract work as directed by the Contract Administrator. The use of any storage area furnished by the County shall be at the sole risk of the Contractor. It is acknowledged and agreed that any such storage shall not constitute a bailment or storage for hire and that the County shall have no responsibility for protecting the stored property from loss, theft, damage or destruction. The County may revoke permission to use any such storage area on 24 hours' notice.

7.2 Keys and Gate Cards

The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities. The Contractor's Representative shall report any lost or stolen key or gate cards to the Contract Administrator within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the Contract Administrator upon Contract termination.

The Contractor shall not duplicate any key or gate card without the Contract Administrator's prior written consent. Duplication of any key or gate

card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

7.3 Department Issued Parking Pass

The Department will provide to the Contractor, on a yearly basis, a parking pass to be placed in the Contractor's vehicle while on County premises in the performance of the contract work. The issued parking pass shall be displayed in a visible area within the Contractor's vehicle.

7.4 Replacement Parts

The County will reimburse the Contractor separately for the parts required to be replaced in the normal course of business (such as UV disinfection bulbs). However, the Contractor must request and receive pre-approval from the Contract Administrator to procure and replace the parts. The County has discretion as to whether it will, on its own, procure the parts and supply them to the Contractor, or request the Contractor provide parts.

8.0 GREEN INITIATIVES

8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall document those efforts on Form P-15.

8.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

9.0 PERFORMANCE EVALUATION

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contracts terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the

County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS), pages 1A and 2A, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

10.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Septic Tank Maintenance Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: PARAGRAPH 5.9 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month	Review of Invoices	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.24 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor shall maintain required liability amounts and coverages	Review of Insurance Certificates	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-6, Contractor's EEO Certification	Inspection of Files	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.0 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond to Contract Discrepancy Report within five working days	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as Contractor's Representative	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.6.3 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's employees shall have no serious misdemeanor, felony or theft convictions	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.1 - <i>SCOPE OF MAINTENANCE</i>	Contractor shall send technician to site within 4 hours if unable to respond to alarm remotely	Observation & Documentation	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Septic Tank Maintenance Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 6.1. – SCOPE OF MAINTENANCE	Contractor shall provide remote monitoring system of the septic tank system(s)	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.3 – SCOPE OF MAINTENANCE	Contractor shall maintain performance of septic tanks on a quarterly basis	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.3.4 – SCOPE OF MAINTENANCE	Contractor shall complete reports as required by Contract Administrator	Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 7.2 – FACILITIES AND EQUIPMENT	Contractor shall report any lost or stolen keys or gate cards within 24 hours of its discovery	Inspection & Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 7.4– FACILITIES AND EQUIPMENT	Contractor shall not replace any parts without pre-approval from the CA	Inspection & Observation	\$100 per occurrence

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Authorized Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date _____

Contractor Representative's Signature and Date _____

Invitation for Bids for As-Needed Septic
Tank Maintenance Services IFB#DBH57
County of Los Angeles Beaches &
Harbors

Bid Provided By:



5310 Derry Ave Suite E
Agoura Hills, CA 91301

Contact Information:

David Tufto
818-991-9997 ex: 201
818-991-9998 (fax)
dtufto@biosolutions.org

Camille Sherman
818-991-9997 ex: 202
818-991-9998 (fax)
csherman@biosolutions.org

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**AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES
OFFER TO PERFORM / PRICE PROPOSAL**

Bidder: Name: BioSolutions, Inc.
Address: 5310 Derry Avenue
Suite E
Agoura Hills, CA 91301
Phone: 819-991-9997 Fax: 818-991-9998

To: Gary Jones, Director, Department of Beaches and Harbors

Bidder, responding to the Invitation For Bids (IFB), issued by the Los Angeles County Department of Beaches and Harbors, offers to provide As-Needed Septic Tank Maintenance Services on the terms and conditions for the performance of this work that are set forth in the IFB. Such services shall be performed during a three-year term at the sole discretion of the Director and, may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Bidder's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Bidder is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other: _____

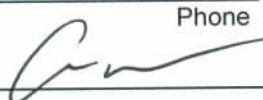
State of organization: California Principal place of business: Agoura Hills, CA

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Bidder represents that the person executing this offer and the following persons are individually authorized to commit the Bidder in any matter pertaining to the proposed Contract:

Camille Sherman	CFO	818-991-9997
Name	Title	Phone
Steven Braband	Pres	818-991-9997
Name	Title	Phone

Bidder's signature:  _____

Date: January 31, 2015

Camille Sherman	CFO	818-991-9997
Name	Title	Phone

PRICE PROPOSAL

Please complete the areas below with the annual price per unit required to perform maintenance as indicated in the Scope of Work. The annual price per unit will remain the same throughout the contract term and any optional years, if exercised. Additionally, please also provide an hourly rate for unexpected services. Bidder's price shall include the cost of providing maintenance services, remote monitoring, as well as overhead, risk items or any other associated expenses to provide the services.

LOCATION/MANUFACTURER	ANNUAL PRICE PER UNIT
Zuma Lifeguard HQ/MicroSepTec	\$ N/A
Zuma Restroom #1/AdvanTex	\$ 6,000
Zuma Restroom #2/ AdvanTex	\$ 6,000
Zuma Restroom #3/ AdvanTex	\$ 6,000
Zuma Restroom #4/ AdvanTex	\$ 6,000
Zuma Restroom #5/ AdvanTex	\$ 6,000
Zuma Restroom #6/ AdvanTex	\$ 6,000
Zuma Restroom #7/ AdvanTex	\$ 6,000
Zuma Restroom #8/ AdvanTex	\$ 6,000
Zuma Restroom #9/ AdvanTex	\$ 6,000
Zuma Maintenance Yard/ AdvanTex	\$ 6,000
Malibu Surfrider/ AdvanTex	\$ 6,000
Topanga/ AdvanTex	\$ 6,000
Point Dume Restroom #1/ AdvanTex	\$ 6,000
Point Dume Restroom #2/ AdvanTex	\$ 6,000
Point Dume Restroom #3/ AdvanTex	\$ 6,000
Dan Blocker Beach Restroom/ AdvanTex	\$ 6,000
TOTAL ANNUAL COST	\$ 96,000
Rate per Hour for Unexpected Services: \$ 75.00	

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

BioSolutions, Inc.	CA	1992
_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
N/A		
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO
if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
N/A	
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.4, Bidder's Minimum Requirements of this Invitation for Bid, as listed below.

Check the appropriate boxes:

☒ Yes ☐ No Bidder(s) must have a minimum of five years' experience providing maintenance service of septic tank systems.

☒ Yes ☐ No Bidder(s) must be trained and/or authorized by the manufacturer of the septic system for which a bid is submitted, with appropriate verification included with the Bid submission.

☒ Yes ☐ No Bidder must complete and return required Forms P-1 - P-20 with the Bid.

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.


Bidder's Name: BioSolutions, Inc.

Address: 5310 Derry Avenue Suite E Agoura Hills, CA 91301

E-mail address: csherman@biosolutions.org Telephone number: 818-991-9997

Fax number: 818-991-9998

On behalf of BioSolutions, Inc. (Bidder's name), I Camille Sherman
(Name of Bidder's authorized representative), certify that the information contained in this Bidder's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.



Signature

Chief Financial Officer

Title

January 31, 2015

Date

95-4354597

Internal Revenue Service
Employer Identification Number
1805240

California Business License Number
13606801

County WebVen Number

JUDGMENTS IN THE LAST FIVE YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE
	N/A		

PENDING LITIGATION			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE/ CURRENT STATUS
	N/A		

BIDDER'S SUBMITTAL

Bidder's Bid submission is for service of one or both of the following septic systems:

☒ AdvanTex

☐ MicroSepTec

Bidder asserts that it meets the Minimum Mandatory Qualifications to provide the service(s) above.

BioSolutions, Inc.

Bidder's Name

CFO

Title



Signature

January 31, 2015

Date

STAFFING & WORK PLAN

Form P3
Page 1 of 2

- 1. STAFFING PLAN:** Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person's resume.**

Position	Name	Experience	Responsibility
Contractor's Representative	David Tufo	7 years experience as Orenco/Advantex Distributer trainer	Manages operations, compliance and maintenance departments
Supervisor			
Other:			
Other:			

- 2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION** Steven Braband, Camille Sherman

- 3. IDENTIFY PARTNERS/SUBCONTRACTORS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
		N/A			

- 4. TRAINING:** Please describe the training you have received to service MicroSepTec and/or AdvanTex septic tank systems. Include dates and any certifications you may have received. Since BioSolutions Inc, is the Southern California Distributor for Orenco/AdvanTex products it is part of our role as a distributor to train contractors on the installation, maintenance and troubleshooting of AdvanTex Systems.
- 5. STAFFING INFORMATION:** Please describe the level of staff who would be assigned to provide the requested services. Service technicians that have undergone servicing of AdvanTex systems a minimum of 3months under supervision of a senior BioSolutions service tech will be performing all duties associated with Beach Septic systems. Senior BioSolutions staff have a minimum of 7 years experience with upper management possessing 15years plus experience.
- 6. EMERGENCIES AND UNEXPECTED SERVICES:** Please describe how your firm will respond and handle emergencies and unexpected services. Upon an notification of an emergency, either the oncall technician or BioSolutions management will remotely log into the telemetry panel. After panel information has been reviewed and the full extent of the emergency has been identified a decision on how to best rectify the emergency will be made by management. Typically oncall technicians are less than an hour away from Beach sites after business hours and less than 15minutes away during business hours. Upon receiving information that an emergency exists, Beaches and Harbors staff will be notified immediately if not already aware. In the event that unexpected services are needed, BioSolutions management will discuss with Beaches and Harbors staff the most efficient way of correcting the issue.
- 7. ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach additional pages if necessary):**

David Tufto

Education:

1993-1996 Moorpark Community College Moorpark, California

Completion of General Education and Preparation for Major

1996-1997 UC Santa Barbara Santa Barbara, California

Seeking Bachelor of Science Degree in Environmental Studies with an emphasis in Hydrology

2000-2002 California State University Northridge Northridge, California

Bachelors Degree in Environmental Occupational Health and Safety May 2002

2003- Present Certified by the State of California as a Registered Environmental Specialist

2006 – Present Certified Cross Connection Control Specialist-USC

2009 – Present Current National EMT registration

Present - 2 years conversational Spanish

Present - Familiar with many computer software programs

Experience:

Ventura County Environmental Health Division Ventura, California

Environmental Health Specialist II Dec 9, 2002-Oct 28, 2004

- Assigned to the Special Response On call Team, compiled of a total of 15 members
- Assigned to work with local Law Enforcement Officers on housing issues and Environmental Compliance of establishments and residences within the County
- Assisted in providing information to the public about all Environmental Health related concerns

Princess Cruises Santa Clarita, California

Public Health Officer Nov 1, 2004 to Sept 30 2007

- Responsible for performing shipboard and shoreside audits of operations associated with maintaining the public/environmental health and safety of passengers and crew

Biosolutions, Inc

Agoura Hills, California

Environmental Health Specialist

Oct 27, 2007 to Present

- * Assist with consultation and design of advanced onsite wastewater treatment systems

- * Prepare and submit compliance reports for our clients to the Regional Water Quality Board

- * Manage company service technicians

Community Service

- Volunteer to referee and coach youth hockey teams

- Participate once per year in raising money for pediatric brain cancer/leukemia

- Participate in Ventura County Search and Rescue Fundraisers once per year

References: Available upon request.

BUSINESS AND FINANCIAL SUMMARY

- BACKGROUND.** Please provide a summary description of your experience in providing septic tank maintenance services. Include your experience using remote system monitoring and your response time responding to system alarms.
- EXPERIENCE/REFERENCES.** List all experience your firm has had in the past five years providing the requested services. At least five years' experience must be demonstrated. **At a minimum, five references should be submitted.**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.

SEE ATTACHMENTS

Attach additional pages if necessary

3. Location of office of operation 5310 Derry Avenue Suite E Agoura Hills, CA 91301

4. How many full-time employees does your firm employ? 6

5. Please attach verification/certification as an authorized service provider for AdvanTex and/or MicroSepTec
septic tank systems.

6. Attach an organizational chart or describe the organization of your firm. (See attached)

7. Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of the Sample Contract.

8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature:  Date: January 31, 2015

Title: Chief Financial Officer

- 1. BACKGROUND.** Please provide a summary description of your experience in providing septic tank maintenance services. Include your experience using remote system monitoring and your response time responding to system alarms.

BioSolutions Inc. has been the Southern California Orenco/AdvanTex dealer since January 6, 1992. Biosolutions Inc. not only sells equipment but also provides O & M services to residential and commercial property owners with Advantex systems. Being that Biosolutions is the Southern California dealer, we are appointed the task of training other service providers in the area and ensuring that the Authorized Service Providers in our territory are operating at the level of quality Orenco Systems expects. Currently we maintain numerous commercial facilities such as shopping centers, restaurants and public restrooms as well as residential properties. As far as remote monitoring is concerned, the vast majority of our contracts contain telemetry type control panels. BioSolutions Inc. is very versed in the operation, set up and troubleshooting of these remote telemetry units and not only provides training on these units to other service providers but also initially starts up each panel that we sell. Using smart devices such as tablets and cell phones, response time to alarms received by these telemetry units has drastically decreased. It is usually possible for on-call service technicians to be logged into an alarming telemetry unit within 15 minutes of receiving the initial alarm. Most alarms can be resolved over the computer without ever visiting the site.

Start of Contract	End of Contract	Name	Address	City	Zipcode	Contact	Contact #
3/5/2005	Active	Krantz	19220 Pacific Coast Hwy	Malibu	90265	Ken Krantz	650-888-9639
3/5/2005	1/1/2011	MacLeod Partnership	19222 Pacific Coast Hwy	Malibu	90265	Barbara	213-380-2955 X-10
10/1/2001	Active	Linda Collins	19324 Pacific Coast Hwy	Malibu	90265	Linda Collins	310-456-2096
1/1/2007	1/1/2011	Tamaron Keyes	19816 Grandview	Topanga	90290	Tamaron Keyes	310-386-8866
2/15/2010	Active	Romano	20026 Pacific Coast Hwy	Malibu	90265	Murphy	818-753-0391
9/1/2009	Active	John Kilbanet/Big Rock PCH	20032 Pacific Coast Hwy	Malibu	90265	John	310-739-3217
9/15/2006	Active	Michael Paul	20038 Pacific Coast Hwy	Malibu	90265	Michael Paul	310-456-3464
11/1/2006	Active	John Kumersky	20552 Pacific Coast Hwy	Malibu	90265	John	310-409-9200
1/1/2004	12/31/2014	Gary Ford	2063 Delphine	Calabasas	91302	Gary Ford	310-739-3217
4/1/2005	Active	David Heckerman	20656 Pacific Coast Hwy	Malibu	90265	David Heckerman	425-706-2662
9/1/2007	Active	Richard Gritz	21149 Entrada Road	Topanga	90290	Richard Gritz	310-455-2630
8/1/2009	Active	J. Jennings/Atarnopolsky	21259 Entrada Road	Topanga	90290	J. Jennings	323-954-9084
5/1/2003	Active	Vetch	21324 Pacific Coast Highway	Malibu	90265	Carol Vetch	310-474-4903
12/1/2007	7/1/2013	Kevin Montgomery	22038 Pacific Coast Highway	Malibu	90265	Kevin	323-656-7425
10/1/2005	12/31/2014	Daniel & Chiara Colojacomo	22076 Topanga School Road	Topanga	90290	Daniel	310-455-9848
1/1/2003	Active	David Geffen	22108 Pacific Coast Hwy	Malibu	90265	Richard Sherman	310-317-9825
12/1/2005	1/1/2014	Peter Morton	22258 Pacific Coast Hwy	Malibu	90265	Brian H Rose	310-500-0418
9/1/2005	Active	Peter Morton	22310 Pacific Coast Hwy	Malibu	90265	Daniel Rodriguez	562-412-7252
6/1/2006	Active	Fourcade	22722 Chamera	Topanga	90290	Dora	310-308-7635
8/1/2008	12/31/2014	Tom Jolls	231 Loma Metisse	Malibu	90265	Tom Jolls	310-266-66114
8/1/2007	Active	Philip Roman	23416 Malibu Colony Drive	Malibu	90265	Philip Roman	323-935-3500
7/1/2006	Active	Patricia & Anthony Fantozzi	23520 Malibu Colony Drive	Malibu	90265	Tony Fantozzi	310-456-3092
7/15/2007	Active	Perencio Park	23554 Pacific Coast Hwy	Malibu	90265	Carl	310-270-3799
11/1/2003	Active	Stern	23700 Malibu Colony Dr	Malibu	90265	Eva Stern	310-456-9267
4/1/2003	Active	Scott Martin	23720 W. Malibu Colony Dr	Malibu	90265	Scott Martin	310-456-8082
1/1/2003	Active	Michael Weinstock	23754 Malibu Road	Malibu	90265	Mike Weinstock	310-709-8531
4/1/2005	Active	Victoria Principal	23926 Malibu Rd	Malibu	90265	Melinda	310-456-9400
9/1/2006	Active	Maria Brown	24314 Malibu Road	Malibu	90265	Maria Brown	310-317-6269
11/1/2007	Active	Ashley Lewis	24320 Malibu Road	Malibu	90265	Ashley Lewis	310-456-6763
7/1/2005	Active	David Kemp	24453 Dry Creek Canyon Road	Calabasas	91302	David Kemp	californiaview@gmail.com
1/1/2004	7/1/2013	Joe Caplan	24616 Malibu Beach Road	Malibu	90265	Joe Caplan	818-631-2345
8/1/2006	Active	Bedroc Oruncakci	24826 Malibu Road	Malibu	90265	Koko	818-704-9553
8/1/2008	7/1/2012	Stacie McDaniel	24848 Malibu Rd	Malibu	90265	Shirani	310-709-1463
7/1/2006	Active	Matt Serletic	24932 Thousand Peaks Road	Calabasas	91302	Matt Serletic	818-224-2140

Start of Contract	End of Contract	Name	Address	City	Zipcode	Contact	Contact #
6/1/2006	Active	Mark Nadel	25123 Malibu Road	Malibu	90265	Mark Nadel	818-865-1570
10/1/2003	1/1/2014	25250 Malibu Development LLC	25250 Malibu Road	Malibu	90265	Eytan Levine	805-202-9950
10/1/2005	Active	Lisenby	25717 Mulholland	Calabasas	91302	Spencer	310-697-9624
1/1/2010	Active	Hossein Kia	26074 Mulholland	Calabasas	91302	Hossein Kia	818-880-8035
4/1/2006	Active	R. W. Clark	26800 Guest House	Malibu	90265	Tom	310-457-3010
4/1/2006	Active	R. W. Clark	26800 Main House	Malibu	90265	Tom	310-457-3010
8/1/2005	Active	Sean Thonson	26842 Malibu Cove Colony	Malibu	90265	Allie	310-589-2074
1/1/2007	Active	Stewart Mittler/Toni Hubenette	2695 Old Topanga	Topanga	90290	Stewart Mittler	310-210-9028
7/1/2005	Active	Diane Winkler	27540 Pacific Coast Hwy	Malibu	90265	Greg	310-650-2324
9/15/2006	Active	Pablo Villablanca	27567 Winding Way	Malibu	90265	Pablo Villablanca	310-206-1004
9/15/2009	Active	Kimball	28165 Re De Copas Lane	Malibu	90265	Kelly Kimball	817-601-0001
6/1/2009	Active	Sawhney	28169 Rey De Copas Lane	Malibu	90265	Ravi	805-370-1200
7/1/2003	Active	Paul Aiello	2872 Sea Breeze Dr	Malibu	90265	Paul Aiello	310-456-1145
1/1/2004	7/1/2011	Hedawat	28830 Hampton Place	Malibu	90265	Hedawat	310-261-2093
1/1/2004	Active	Hart	28850 Hampton Place	Malibu	90265	Cindy	310-276-2287
1/1/2004	Active	Sara Weinstock	28870 Hampton Place	Malibu	90265	Sara Weinstock	310-339-6639
1/1/2004	Active	Jordan Tarlow	28890 Hampton Place	Malibu	90265	Jordan Tarlow	310-457-0489
1/1/2004	7/1/11	David Schack	28930 Hampton Place	Malibu	90265	David Schack	310-552-5061
4/1/2004	Active	Grout	29441 Bluewater Rd	Malibu	90265	David Radcliff	253-381-1368
8/1/2008	1/1/2011	Steve Arce	29517 Harvester Drive	Malibu	90265	Steve Arce	310-457-0268
7/17/2006	1/1/2011	Cameron Besharat	30355 Morning View	Malibu	90265	Cameron Besharat	323-653-3333
6/1/2009	Active	Dennis Haysbert	30400 Morning View	Malibu	90265	Dennis Haysbert	310-457-5086
7/1/2003	Active	Danny Klein	30708 Pacific Coast Hwy	Malibu	90265	Danny Klein	310-457-1204
7/1/2004	1/1/2014	Jeff Iotman	30712 Pacific Coast Hwy	Malibu	90265	Jeff Iotman	310-820-5300
1/1/2005	1/1/2014	Pat Hartunoan	30718 Pacific Coast Hwy	Malibu	90265	Pat Hartunoan	818-883-3033
7/1/2003	1/1/2014	Joyce Ross	30724 Pacific Coast Hwy	Malibu	90265	Joyce Ross	310-471-4418
7/1/2002	1/1/2014	Ressler	30846 Broad Beach Rd	Malibu	90265	Ted Perez	818-231-8072
8/1/2006	Active	Avi Arad	30944 Broad Beach RD	Malibu	90265	Mary Jane	203-386-8038
2/1/2007	Active	Kauffman/Skloff	31212 Broad Beach Rd	Malibu	90265	David	310-948-6470
10/15/2006	Active	Rick Polsky	31610 Broad Beach Road	Malibu	90265	Rick Polsky	818-335-4761
7/1/2006	Active	Fred Minagar	31727 Pacific Coast Hwy	Malibu	90265	Fred Minagar	310-457-1068
7/1/2008	Active	Kris Kristofferson	3179 Sumac Ridge Road	Malibu	90265	K. Kristofferson	310-317-6975
1/1/2004	Active	Joel Hynek	31847 Hidden Highland	Agoura Hills	91301	Joel Hynek	310-490-4370
9/15/2008	Active	Richard Scarborough	32100 Mulholland Drive	Malibu	90265	Richard Scarborough	818-865-8105 X-12
5/1/2005	Active	James Cameron	3211 Retreat Court	Malibu	90265	James Cameron	310-317-0797

Start of	End of	Name	Address	City	Zipcode	Contact	Contact #
Contract	Contract						
2/1/2009	Active	33064 PCH LLC	33064 Pacific Coast Hwy Guest	Malibu	90265	Jon Iverson	949-280-1001
8/1/2008	Active	33064 PCH LLC	33064 Pacific Coast Hwy Main	Malibu	90265	Jon Iverson	949-280-1001
2/1/2009	Active	33064 PCH LLC	33100 Pacific Coast Hwy	Malibu	90265	Jon Iverson	949-280-1001
9/9/2003	Active	Lea Anderson	3480 Las Flores	Malibu	90265	Lea	310-457-2078
8/8/2002	Active	Alan Armstrong	3504 Las Flores	Malibu	90265	Alan	310-266-7173
10/1/2005	Active	Errol Ginsberg	3635 Serra Riad	Malibu	90265	Errol Ginsberg	310-456-7552
10/1/2008	Active	David & Nicki Bassett	3865 Ramirez Ridge Trail	Malibu	90265	David Bassett	818-307-8328
12/1/2008	Active	Yalanda Hadid	3903 Carbon Cyn	Malibu	90265	Yalanda Hadid	310-456-2829
4/1/2004	Active	Don Rudkin	3942 Rambla Orienta	Malibu	90265	Don Rudkin	213-688-6577
1/1/069	Active	Mark Morgan	5501 Horizon Dr	Malibu	90265	Mark Morgan	310-457-7098
7/1/2001	Active	Collins	5796 Chesebro	Agoura Hills	91301	Rick	818-707-4452
2/1/2004	Active	Greenberg	5853 Filaree Heights	Malibu	90265	Jill Greenberg	310-457-9398
10/1/2009	Active	Greg Winters	5876 Ramirez Canyon	Malibu	90265	Greg Winters	310-589-0456
9/1/2006	Active	Tim or Aleece Commerford/Weiss	5908 Zumirez Dr	Malibu	90265	Alise	310-457-0003
9/1/2008	Active	Chris Haarhoff	6033 Colodny Drive	Agoura Hills	91301	Chris Haarhoff	310-476-2603
1/1/2002	1/1/2014	Konkol	6130 Cavalleri	Malibu	90265	Alena Konkol	818-445-0159
1/1/2009	Active	Ron Kemper	6257 Murphy Way	Malibu	90265	Sue Guthrie	909-882-3393
8/15/2008	Active	Amir Heshmatpour	6363 Lunita Road	Malibu	90265	Amir Heshmatpour	310-457-3037
8/1/2007	Active	Burger	6380 Delaplane	Malibu	90265	Mark Burger	310-994-4320
1/1/2009	7/1/2010	Terri Heravi	6390 Meadows Court	Malibu	90265	Terri Heravi	310-433-0176
12/1/2008	Active	Eric & Cheryl Jacobson	6804 Zumirez	Malibu	90265	Eric Jacobson	310-457-2320
1/1/2009	Active	Kavanaugh	6950 Dume Drive	Malibu	90265	Adele	310-745-7719
5/1/2008	Active	Kathy Edwards	6962 Wildlife	Malibu	90265	Todd Young	toddyoung@earthlink.net
5/15/2009	Active	Jennings	9215 Georgia Way	Chatsworth	91311	Daniel Rodriguez	818-209-3406
10/1/2006	Active	Gary Smith	9218 Applegate	Chatsworth	91311	Gary Smith	817-317-4814
1/15/2010	Active	Lerner	755 Crater Camp	Calabasas	91302	Brittany	888-445-8159
1/15/2010	7/1/2011	Dale Scheffler	25447 Malibu Road	Malibu	90265	Dale Scheffler	909-595-2924
10/1/2005	Active	Trey Trust	1409 Cold Canyon	Calabasas	91302	Mario	310-465-6244
2/1/2001	Active	Peck	19954 Pacific Coast Hwy	Malibu	90265	Sue Peck	310-228-8508
4/1/2003	1/1/2012	Donald Kushner	20296 Pacific Coast Hwy	Malibu	90265	Michael	310-927-1021
10/1/2002	1/1/2014	Nancy Riordan	22338 Pacific Coast Hwy	Malibu	90265	Rita	310-476-3259
4/1/2002	1/1/2014	Haim Saban	22368 Pacific Coast Hwy	Malibu	90265	Artemio	310-317-1881
3/1/2004	Active	Malibu Surf LLC	22648 Pacific Coast Hwy	Malibu	90265	Elkins Prop Mgt	310-862-1000
1/1/2003	Active	Malibu Beach Club	22660 Pacific Coast Hwy	Malibu	90265	Garu Bushnell	310-317-9997
10/1/2006	10/1/2010	Seaview Terrace	22741 Pacific Coast Hwy	Malibu	90265	Norm Haynie	310-456-5515

Start of Contract	End of Contract	Name	Address	City Zipcode	Contact	Contact #
1/1/2002	Active	Sweet Residence	24824 Pacific Coast Hwy	Malibu 90265	Albert Sweet	310-456-1861
9/1/2001	1/1/2014	Burke Residence	28685 Wagon Road	Agoura Hills 91301	Suzanne Burke	818-706-9826
1/1/2009	Active	The Canyon	2890 KananDume	Malibu 90265	Brian Earlac	310-746-6392
1/1/2005	Active	J & p Ltd (Jack Schultz)	28990 Pacific Coast Hwy	Malibu 90265	Victor	310-589-1102
6/1/2003	1/1/2014	Michael Schwab	30750 Pacific Coast Hwy	Malibu 90265	Michael Schwab	310-454-0685
10/1/2003	Active	NancyStrick	30962 Broad Beach	Malibu 90265	NancyStrick	310-502-4460
1/1/2002	1/1/2014	Linda Fenton	31350 Broad Beach	Malibu 90265	Linda Fenton	818-851-9438
6/1/2002	1/1/2014	Andrew Stern	31659 SealLevel	Malibu 90265	Andrew Stern	310-457-1723
10/1/2001	1/1/2014	John Buerge	33133 Mulholland Hwy	Malibu 90265	John Buerge	310-820-2631 X-200
10/1/2001	1/1/2014	Marvin Rich	6047 Cavaleri Dr	Malibu 90265	Marvin Rich	310-589-8602
7/1/2001	Active	Mountains Recreation	Ramirez Cyn	Malibu 90265	Marsha Feldman	310-589-2850 X-144
2/15/2007	Active	Val Verde Park	30300 W. Arlington St	Val Verde 91384	Rose/Gloria	rboyle@parks.lacounty.gov
7/1/2010	6/30/2015	LA County Beaches & Harbors	Multiple Beach Sites	Malibu 90265	Carlos Zimmerman	310-420-4973
3/1/1994	Active	Heathercliff HOA	29221 Heathercliff Road	Malibu 90265	Suzy Wilson	818-883-4202
2/1/1994	8/1/2012	Geoffrey's	27400 Pacific Coast Hwy	Malibu 90265	Jeff	310-457-1519
6/15/2004	Active	Jack in the Box	23017 Pacific Coast Hwy	Malibu 90265	Steve Potter	626-732-3055
2/1/2001	Active	Trancas Market	30745 Pacific Coast Hwy	Malibu 90265	Mike McAndrews	818-817-0550 x 103
1/1/1994	Active	Malibu Village	3880 Cross Creek	Malibu 90265	Michael	310-275-7222
7/1/2006	Active	Marcey Carsey	33148 Pacific Coast Hwy	Malibu 90265	Dian	310-774-7701
10/1/2005	Active	Reliant Energy-Mandalay Station	393 North Harbor Blvd	Oxnard 93035	Scott Warnock	805-276-1765
3/4/2014	Active	Paleogos	22760 Saddle Peak	Malibu 90265	Matthew	917-453-4888
10/1/2014	Active	Boomsa	30429 Morning View	Malibu 90265	John	805-489-4963
7/1/2014	Active	Mittelbach	2515 Hawks Nest	Topanga 90290	Gabrielle	310-877-2361
4/12/2010	Active	Stibel	27368 Escondido Beach Rd	Malibu 90265	Jeff	310-365-3333
7/1/2012	Active	Chittamai	21413 Mayan	Chatsworth	Danny	818-886-2096
2/3/2014	Active	Malibu Casitas	31569 Sea Level	Malibu 90265	Erin	805 965-5933
8/1/2013	Active	Paul Eliopoulos	1140 Latigo Cyn	Malibu 90265	Paul	818-414-6311
4/1/2014	Active	Malibu Presbyterian Church	3324 Malibu Canyon Road	Malibu 90265	Debbie	310-456-1611 X- 230
7/1/2014	Active	Inn of the 7th Ray	128 Old Topanga Cyn	Topanga 90290	Ron	310-600-9510
4/1/2013	Active	Visions	900 Latigo Cyn	Malibu 90265	John Lieberman	805-302-9936
10/1/2012	Active	The Ranch at Live Oaks	12220 Cotharin Road	Malibu 90265	Alex Glasscock	alexq@theranchmalibu.com
10/1/2010	Active	Martin	28855 Lake Vista	Malibu 90265	Amy Becker	818-338-7890
8/7/2012	Active	Mills	26328 Lockwood	Malibu 90265	Jeff	jffmills@gmail.com
8/1/2011	Active	Mazzarella	28935 Cliffside	Malibu 90265	Jeff	310-820-8180

Start of Contract	End of Contract	Name	Address	City Zipcode	Contact #
4/1/2012	Active	PCH Trust	27834 PCH	Malibu 90265	310-774-7701
7/1/2012	Active	Joseph Bouganim	28305 Via Acero	Malibu 90265	818-652-7946
1/1/2013	Active	Stacey Rosen	31465 Lobo Cyn	Malibu 90265	310-403-1121
2/13/2013	Active	Shumon	6692 Wildlife	Malibu 90265	310-567-5704
5/8/2013	Active	Fiona Mason	2703 April Road	Agoura 91301	310-666-8561
8/1/2013	Active	Sudman	31383 PCH	Malibu 90265	310-457-8426
11/15/2013	Active	Paolo Cammaratta	31851 Sea Level	Malibu 90265	720-416-4223

ADVANTEX® TREATMENT SYSTEMS

Certificate of Completion

Authorized Service Provider

BioSolutions Inc.

Name: AdvanTex® Service Provider

Biosolutions Inc

Company Name

Southern California

Jurisdictions

has completed training in the proper testing, maintenance, troubleshooting, and cleaning of (and documentation and record-keeping for) AdvanTex Treatment Systems, manufactured by Orenco Systems,® Inc., for the jurisdictions listed above. As such, he/she is recognized as an Authorized AdvanTex Service Provider by Orenco Systems, Inc. and by Orenco's Authorized AdvanTex Treatment System Dealers, as of the date below, for those jurisdictions. Continued recognition as an Authorized AdvanTex Service Provider in those jurisdictions will require future training to update testing, maintenance, troubleshooting, and cleaning procedures.

Orenco Systems

January 6, 1992

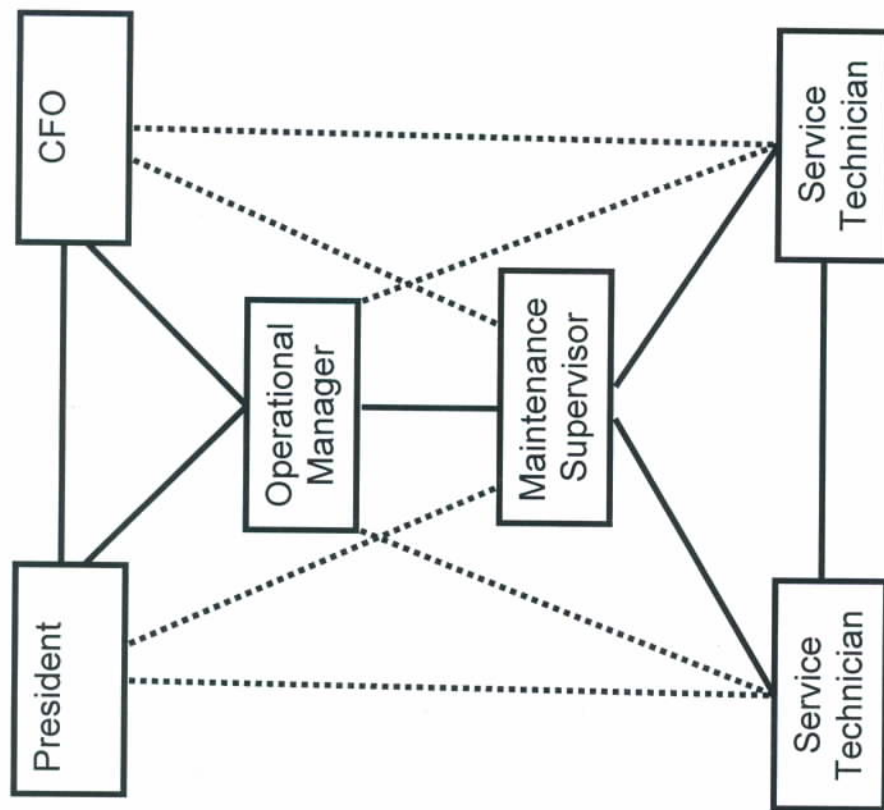
Date



Orenco Systems®
Incorporated

Changing the Way the
World Does Wastewater®
800-348-9843
www.orenco.com

BioSolutions Inc. Organizational Chart





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co. Insurance Brokers of CA.
18201 Von Karman Ave Suite 200
Irvine CA 92612

CONTACT
NAME:
PHONE (A/C, No, Ext): 949-349-9800 FAX (A/C, No): 949-349-9900
E-MAIL:
ADDRESS:

INSURED
Biosolutions Incorporated
5310 DERRY AVENUE SUITE E
AGOURA HILLS, CA 91301

BIOSINC-04

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Westchester Surplus Lines Insurance		10172
INSURER B : State Compensation Insurance Fund o		35076
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 458311296

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	G24059959006	2/8/2014	2/8/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			G24059959006	2/8/2014	2/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	16144462014	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made Retro Date 11/24/1997			G24059959006	2/8/2014	2/8/2015	Each Claim Deductible 1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured as respects general liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions; the insurance provided is primary and any other insurance shall be excess only, and not contributing waiver of subrogation applies to certificate holder, as per attached.

Re: Work performed by the named insured as required per written contract with respects to County of Los Angeles Dept. of Beaches & Harbors Contracts Section.

CERTIFICATE HOLDER

County of Los Angeles
Dept. of Beaches & Harbors Contracts Section
13483 Fiji Way, Trailer 3
Marina del Rey CA 90292 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aliee Youngster



Risk Placement Services
701 S. Parker Street
Suite 6200
Orange, CA 92868-4720
Ph: 714-558-6141
Fax: 714-558-6143

CONFIRMATION OF COVERAGE

DATE ISSUED: January 28, 2015

RETAIL PRODUCER: AJG - Irvine
18201 Von Karman Avenue Suite 200
Irvine, CA 92612

Julie Burke

INSURED: Biosolutions, Inc., ,
5310 Derry Avenue Suite E
Agoura Hills, CA 91301

INSURER: Westchester Surplus Lines Insurance Company
Non-Admitted AM Best Rating: A++ XV

POLICY NO: G24059959007

EXPIRING POLICY NO: G24059959006

COVERAGE: Commercial General Liability

POLICY PERIOD: 2/8/2015 TO 2/8/2016

Please be advised that there may be a short rate cancellation penalty of up to 25% applied to your policy premium if you request cancellation of your policy prior to the expiration date. Please refer to your policy for specific terms and conditions.

LIMITS / DEDUCTIBLE / TERMS / CONDITIONS / SUBJECTIVITIES:

LIMITS:

\$1,000,000	EACH OCCURRENCE
\$2,000,000	GENERAL AGGREGATE
\$2,000,000	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000	PERSONAL AND ADVERTISING INJURY
\$50,000	DAMAGE TO PREMISES RENTED TO YOU
\$5,000	MEDICAL PAYMENTS
\$1,000,000	CONTRACTOR'S POLLUTION LIABILITY EACH CLAIM
\$1,000,000	PROFESSIONAL LIABILITY - EACH CLAIM
\$1,000,000	EBL EACH CLAIM/AGGREGATE (PART OF THE GENERAL AGGREGATE LIMIT)

DEDUCTIBLES:

\$10,000	GENERAL LIABILITY - EACH OCCURRENCE
\$10,000	CONTRACTOR'S POLLUTION LIABILITY - EACH POLLUTION CONDITION
\$10,000	PROFESSIONAL LIABILITY - EACH CLAIM
\$5,000 EBL	- EACH CLAIM DEDUCTIBLE

TERMS AND CONDITIONS:

- COVERAGE: COMMERCIAL GENERAL LIABILITY - OCCURRENCE/ CONTRACTOR'S POLLUTION LIABILITY - OCCURRENCE/ PROFESSIONAL LIABILITY ENDORSEMENT - CLAIMS MADE
- RATE: FLAT/NOT AUDITABLE
- EXPOSURE BASIS: \$3,700,000 (ESTIMATED REVENUE)
- RETROACTIVE DATE: PROFESSIONAL LIABILITY: 11/24/1997
- RETROACTIVE DATE: EMPLOYEE BENEFITS LIABILITY: 02/08/2010
- SEPARATE DEFENSE LIMIT ENDORSEMENT - CONTRACTORS POLLUTION LIABILITY COVERAGE
- SEPARATE DEFENSE LIMIT ENDORSEMENT - PROFESSIONAL LIABILITY COVERAGE
- 25% MINIMUM EARNED PREMIUM RETAINED AT INCEPTION
- 100% FULLY EARNED FEES
- SEE ATTACHED COMPANY BINDER FOR ADDITIONAL TERMS, LIMITS, CONDITIONS & EXCLUSIONS

SUBJECTIVITIES:

- SEE ATTACHED COMPANY BINDER FOR ADDITIONAL SUBJECTIVITIES

QUALITY CONTROL PLAN

1) BioSolutions Inc. will prevent unsatisfactory performance in the following ways:

- All paperwork from jobs performed is reviewed by a maintenance supervisor and additionally by the Head of the Maintenance Department with random audits by the President. Company technicians turn in inspection reports daily, highlighting any deficiencies found during their inspections. Pictures from all work performed are documented and filed on the BioSolutions company server. Technician's job performance is evaluated by making unannounced site inspections of recent work that has been performed. This allows BioSolutions management to evaluate their employees and provide any additional training, education and or instruction. All sample results and monitoring reports are reviewed by Biosolutions Compliance Specialist and by the company's President. Results are then discussed between the maintenance and compliance departments to evaluate whether or not the system can be made more effective in its operation.
- All deadlines and or delivery dates will be scheduled accordingly by Maintenance Supervisor in association with Senior Management and Beach and Harbors representatives. The Chief Financial Officer will follow up with the Maintenance Supervisor to ensure any delivery/deadline is met. BioSolutions prides itself on exceeding any and all expectations relating to deliveries and or deadlines.
- All follow up work performed by BioSolutions Inc. will be scheduled by the maintenance supervisor and carried out by service technicians under the supervision and instruction of their supervisor. Beaches and Harbors will be notified of the intended work plan and again notified upon completion of any such work. BioSolutions will work with the Beaches and Harbors representative to determine who would perform any structural work outside the scope of this contract

- All inspection reports are reviewed by a maintenance supervisor and by the Operations Manager daily. Unannounced site inspections are performed by a maintenance supervisor in order to judge the quality of work being performed. Any problems identified will be discussed with technicians and the proper training and or discipline will take place. In addition, because these sites have remote telemetry, the system is logged into monthly and scanned for potential problems before they exist. Any alarms received from a particular site are immediately logged into remotely and the condition is reported to a maintenance supervisor and to the Operations Manager. The alarm will be evaluated and if necessary, an on call technician will be dispatched. BioSolutions reputation for response and service are next to none.
- All sampling results are filed electronically on BioSolutions company server. A hard copy is also kept as a back up in the site folder. Sample results are entered into a spreadsheet for each particular site and included in the quarterly monitoring report. Any corrective actions taken will be highlighted in the quarterly monitoring report as well as recorded in the site file. Compliance and monitoring work will be performed by the company compliance specialist with oversight by Biosolutions President. Electronic Telemetry Monitoring of each site is stored within the control panel software program and is downloaded annually onto the BioSolutions company server.

2) Monitoring will occur quarterly by the Operations Manager unless otherwise necessary.

3) Any deficiencies reported by the Department or discovered internally will be assessed and evaluated by all department heads and Senior Management. Once the issue has been evaluated, a work plan highlighting the area in which the deficiency occurred will be drafted. Corrective actions of deficiencies may include additional training for staff, implementation of new policies or procedures, or interaction with Design Engineer for corrective measures. Every effort possible is taken by Biosolutions to prevent any deficiency from occurring in the first place.

4) In the event that BioSolutions is notified by Beaches and Harbors of a complaint, BioSolutions will take the appropriate action immediately. BioSolutions technicians perform routine services in Malibu Monday through Friday and are usually within 5 miles from any of the specified sites during working hours. A BioSolutions technician is on call via cell phone 24 hours per day, 365 days a year. In addition, BioSolutions Management is in constant communication with their Service Technicians and is available to communicate with Beach and Harbor representatives to ensure that immediate corrections are made. It is the policy of BioSolutions to respond to all complaints and or comments about any site within two hours of receiving the complaint. Our quick response is attributed to our full time service technicians working in Malibu each working day.

5) Documents created are reviewed by the Maintenance Supervisor, and senior staff including, the Chief Financial Officer and the President of Biosolutions, Inc. A

6) Please see attached documents.

<u>Date</u>	<u>Site</u>	<u>Inspection Paperwork</u>	<u>Pictures</u>	<u>Sampling Data</u>	<u>Deficiencies Noted</u>	<u>Corrective Action</u>	<u>Action Deadline</u>	<u>Follow Up Notes</u>
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Each quarter all field paperwork and pictures will be reviewed by either the operations manager, senior technician or president. All deficiencies whether it be site related or contract related will be noted in the deficiency section. When a deficiency is noted, a corrective action is discussed internally and implemented. An action deadline is then set. Follow up on the corrective action will occur on the predetermined action deadline and follow up notes will be entered. If unexpected work is performed the same monitoring procedure will occur to ensure the work is performed satisfactorily.

Sample Noted Below

11/26/2014	Zuma 1	completed	completed	completed	Ammonia high	Adjust recirc ratio. It was determined by looking over previous inspection paperwork and sampling data that this deficiency was related to abnormally high flows during the winter months.	12/10/2014	On 12/10/2014 ammonia concentration was measured and observed to be below the 2.4mg/L threshold. No further action is necessary.
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10/25/2014	Surfrider Beach	completed	none taken	completed	Pictures not taken	Employee responsible for taking pictures during the maintenance inspection on 10/25/2014 was given a verbal warning. Employee stated that camera batteries had run out in the days previous inspection. Employees now are required to complete a daily job site items list that includes taking spare batteries with them.	11/15/2014	All employees observed taking the necessary pictures. No further action necessary.
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BioSolutions Inc. Quality Control Plan

The Maintenance Supervisor sets up all daily schedules from a maintenance tracking spreadsheet to ensure the required Operation and Maintenance schedule is followed. Inspection reports are submitted to the Maintenance Supervisor at the end of each day and evaluated for completeness and compliance of the contract. They are then sent to the Operations Manager for further evaluation. Any deficiencies found will be discussed between the Maintenance Supervisor and Operations Manager and will be addressed accordingly. The Chief Financial Officer is then notified, activating the billing process. Billing will take place using the agreed upon schedule and fee. The Beaches and Harbors contact person will be notified in the event any abnormal findings are observed and discuss corrective measures or options. At this time BioSolutions may request authorization from Beaches and Harbors to perform additional services and set up a timeline to complete the agreed upon actions. Once authorization is received, additional work will be performed at the hourly rate and material cost agreed upon. In the event that extra services are needed, Beaches and Harbors may choose to perform the service/repair themselves. In either case, Biosolutions will ensure that the proper steps are taken so that the job is completed adequately.

BIDDER'S EEO CERTIFICATION

BioSolutions, Inc.

Company Name

5310 Derry Avenue Suite E Agoura Hills, CA 91301

Address

95-4354597

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1.	Bidder has a written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2.	Bidder periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3.	Bidder has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4.	When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	(✓)	()

Signature

Camille Sherman CFO

Name and Title of Signer (Please Print)

January 31, 2015

Date

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: BioSolutions, Inc.			
Company Address: 5310 Derry Avenue Suite E			
City: Agoura Hills	State: CA	Zip Code:	91301
Telephone Number: 818-991-9997			
Solicitation For _____ Services: Septic Tank Maintenance			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Camille Sherman	Title: CFO
Signature: 	Date: January 31, 2015

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Camille Sherman for BioSolutions, Inc.

Bidder's Name

Chief Financial Officer

Bidder's Official Title



Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

Bidders unable to meet this requirement shall not be considered for contract award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) ☒ NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

☒ YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO ☒ N/A (Program not available)

Bidder Organization: BioSolutions, Inc.

Signature: 

Print Name: Camille Sherman

Title: CFO Date: January 31, 2015

Telephone No.: 818-991-9997 Fax No.: 818-991-9998

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:  Date: January 31, 2015

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all name(s) and telephone number(s) of person legally authorized to commit the Bidder.

NAME	PHONE NUMBER
<u>Camille Sherman</u>	<u>818-991-9997 ext 202</u>
<u>David Tufto</u>	<u>818-991-9997 ext 201</u>
<u>Steven Braband</u>	<u>818-991-9997 ext 203</u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this proposal.

BioSolutions, Inc.

Name of Firm

Camille Sherman
Print Name of Signer

CFO

Title


Signature

January 31, 2015

Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: 13606801

COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 6						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					2	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	1		1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Camille Sherman	Authorized Signature 	Title CFO	Date 1/31/15
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TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: BioSolutions, Inc.		
COMPANY ADDRESS: 5310 Derry Avenue Suite E		
CITY: Agoura Hills	STATE: CA	ZIP CODE: 91301

I hereby certify that I meet all the requirements for this program: **N/A**

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Camille Sherman	TITLE: CFO
SIGNATURE: 	DATE: 1/31/15

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: BioSolutions, Inc.

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: David Tufto
Title: Operational Manager
Address: 5310 Derry Avenue Suite E
Agoura Hills CA 91301
Telephone: 818-991-9997 Ext 201
Facsimile: 818-991-9998
E-Mail Address: dtufto@biosolutions.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Camille Sherman
Title: CFO
Address: 5310 Derry Avenue Suite E
Agoura Hills CA 91301
Telephone: 818-991-9997 Ext 202
Facsimile: 818-991-9998
E-Mail Address: csherman@biosolutions.org

Name: Steven Braband
Title: President
Address: 5310 Derry Avenue Suite E
Agoura Hills, CA 91301
Telephone: 818-991-9997 Ext 203
Facsimile: 818-991-9998
E-Mail Address: sbraband@biosolutions.org

Notices to Contractor shall be sent to the following:

Name: Camille Sherman
Title: CFO
Address: 5310 Derry Avenue Suite E
Agoura Hills, CA 91301
Telephone: 818-991-9997 Ext 202
Facsimile: 818-991-9998
E-Mail Address: csherman@biosolutions.org

GREEN INITIATIVES

BioSolutions Inc. has always been dedicated to ensuring green and sustainable technologies, procedures, and policies. BioSolutions was involved in the first LEEDS Platinum Project in the US using Advantex at the Audubon Center a Debs Park in the City of Los Angeles and has participated in multiple Platinum and Silver projects since.

Sustainable Green policies are implemented into the BioSolutions Operation and Maintenance services to LA County Beaches and Harbors in the following ways:

- Fuel Conservation – BioSolutions Inc.'s main office is approximately 15-20 miles from each site. Biosolutions Service Technician's are performing ongoing maintenance in the Malibu area every working day and are no more than 5-10 miles from each of the Beach sites if needed. Our Service technicians are scheduled to service multiple sites in the same area to ensure low fuel use.
- Schedule Group Sampling – BioSolutions utilizes the closest California certified laboratory and schedules a pickup of multiple sites to conserve fuel for BioSolutions staff and the Lab's pickup vehicle.
- Environmentally Friendly Cleaners – BioSolutions uses only non-toxic phosphate free cleaners during routine O&M and sampling.
- Cleaning Excessive Solids – All Biotube filters are cleaned locally by washing excessive solids back into the primary tank for further biological digestion rather than hauling away to a land fill or municipal treatment plant.
- Water Conservation – BioSolutions monitors the telemetry panels for excessive water use due to stuck toilets and running faucets and reports these incidents to Beaches and Harbors staff for repair. Prompt action can save thousands of gallons per day for each fixture. BioSolutions also maintains water conservation policies and procedures for their Maintenance staff on water use practices during the O&M inspections. This includes water saving tools like spray bottles and hose spray nozzles.
- Recycled Bond Stock – BioSolutions utilizes recycled bond stock paper for all communications and reports to the County.
- Paperless communications – BioSolutions also endeavors to communicate through email for electronic paperless communication whenever appropriate.
- Leave No Trace Policy - BioSolutions staff endeavor to leave a clean environment leaving the work sites as clean or cleaner than when they arrived.

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: BioSolutions, Inc.			
Company Address: 5310 Derry Avenue Suite E			
City: Agoura Hills	State: CA	Zip Code: 91301	
Telephone Number: 818-991-9997	Email address: csherman@biosolutions.org		
Solicitation/Contract For _____ Services: Septic Tank Maintenance Services			

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**


To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Camille Sherman	Title: CFO
Signature: 	Date: January 31, 2015

Date: January 31, 2015 _____

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.


Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- ☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- ☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm	BioSolutions, Inc.	County Webven No.	13606801
Print Name:	Camille Sherman	Title:	CFO
Signature:		Date:	January 31, 2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: BioSolutions, Inc.

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Beaches & Harbors	Address of Firm 13483 Fiji Way Marina del Rey, CA 90292	Contact Person Carlos Zimmerman	Telephone # 310-420-4973	Fax # 310-306-2594
Name or Contract No. 77309	# of Years / Term of Contract 5 years	Type of Service Septic Maintenance	Dollar Amt. \$224,000	
2. Name of Firm Val Verde	Address of Firm 433 S. Vermont Ave Los Angeles CA	Contact Person Yancy Engleton	Telephone # 213-738-3237	Fax # yengleton@parks.lacounty.gov
Name or Contract No. Yancy Engleton	# of Years / Term of Contract 1 year	Type of Service Septic Maintenance & Compliance	Dollar Amt. \$5050	
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: BioSolutions, Inc.

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm Kevin Montgomery	Address of Firm 22038 Pacific Coast Hwy Malibu	Contact Person Kevin Montgomery	Telephone # 323-656-7425	Fax # N/A
Name or Contract No. S/A Reason for Termination: Residence Sold				
2. Name of Firm Daniel Colojacomo	Address of Firm 22076 Topanga School Road Topanga	Contact Person Daniel	Telephone # 310-455-9848	Fax # N/A
Name or Contract No. S/A Reason for Termination: Home Foreclosed				
3. Name of Firm Peter Morton	Address of Firm 22258 Pacific Coast Hwy Malibu	Contact Person Peter	Telephone # 310-500-0418	Fax # N/A
Name or Contract No. Reason for Termination:				
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No. Reason for Termination:				

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: BioSolutions, Inc.

List of all contracts that have been terminated within the past three (3) years

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Joe Kaplan	24616 Malibu Beach Road Malibu	Joe	818-631-2345	joe@joekaplan.com
Reason for Termination- Contract ended				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Stacey McDaniel	24848 Malibu Road Malibu	Shirani	310-709-1463	N/A
Reason for Termination- Contract ended				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
25250 Malibu Dev	25250 Malibu Road Malibu	Eytan Levine	805-202-9950	N/A
Reason for Termination- We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Jeff Lotman	30712 Pacific Coast Hwy Malibu	Jeff	310-820-5300	N/A
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Pat Hartunian	30718 Pacific Coast Hwy	Pat	818-883-3033	N/A
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Joyce Ross	30724 Pacific Coast Hwy Malibu	Joyce	310-471-4418	N/A
Reason for Termination- We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
AP Ressler	30846 Broadbeach Rd Malibu	Ted Perez	818-231-8072	N/A
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Alana Konkol	6130 Cavaleri Road Malibu	Alana	818-445-0159	N/A
Reason for Termination-Non-payment of fees				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Suzanne Burke	28685 Wagon Rd Agoura	Suzanne	818-706-9826	N/A
Reason for Termination – We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Schwaab	30750 Pacific Coast Hwy Malibu	Mike	310-454-0685	mike@zurichinvestmentco.com
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Linda Fenton	31350 Broad Beach Malibu	Linda	818-851-9438	N/A
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Andy Stern	31659 Sea Level Malibu	Andy	310-457-1723	N/A
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
John Buerge	33133 Mulholland Hwy Malibu	John	310-820-2631 ext 200	N/A
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Marvin Rich	6047 Cavalleri Dr Malibu	Marvin	310-589-8602	N/A
Reason for Termination-We ceased servicing FAST systems				

Name of Firm	Address of Firm	Contact Person	Telephone #	Fax#/e-mail
Geoffreys	27400 Pacific Coast Hwy Malibu	Jeff Peterson	310-457-1519	jmalibu222@aol.com
Reason for Termination-We do not support system he installed				

IFB EXCEPTION FORM

Bidder's Name BioSolutions, Inc.

Address 5310 Derry Avenue Suite E Agoura Hills, CA 91301

Telephone 818-991-9997 Ext 202 Fax 818-991-9998

E-mail Address csherman@biosolutions.org


☒ I have reviewed the IFB, Appendices, Exhibits and Forms in its entirety and have **NO** exceptions.

☐ I have reviewed the IFB, Appendices, Exhibits and Forms in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Print Name Camille Sherman

Signature 

Date January 31, 2015

CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

EPD CONSTRUCTION, INC.

FOR

AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
EPD CONSTRUCTION, INC.
FOR
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

This Contract and Exhibits made and entered into this 2nd day of June, 2015 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide septic tank maintenance services on County-owned, controlled or operated beaches.

RECITALS

WHEREAS, the County may contract with private businesses for as-needed septic tank maintenance services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as-needed septic tank maintenance services; and

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles Charter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the septic tank maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. Appendices A, B, C, D and E and Exhibits A through F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, referenced appendices and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, Appendix C (Forms P1- P20) and then to the Exhibits.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors - The Board of Supervisors of Los Angeles County.

Chief Deputy - The Chief Deputy of the Department.

Contract - An agreement for performance of the work between the selected Bidder(s) and the County, approved by the Board of Supervisors.

Contract Administrator (CA) - The Chief of the Facilities and Maintenance Division of the Department or authorized designee.

Contract Year - The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

Contractor(s) - The Bidder(s) whose Bid(s) is accepted by the Board of Supervisors for performance of the Contract work.

Contractor's Representative - The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.

County - The County of Los Angeles.

County Counsel - The Los Angeles County Office of the County Counsel.

Department - The Los Angeles County Department of Beaches and Harbors.

Director - The Director of the Department.

Invitation for Bids (IFB) - All parts of this document, including its appendices, exhibits and forms.

Offer to Perform - Form P-1 of the IFB.

Performance Standard - The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Bidder - Any person or entity authorized to conduct business in California who submits a Bid.

Statement of Work - Explains in detail the Work to be performed pursuant to the contract.

Subcontractor - A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3.0 WORK

3.1 Contractor shall perform the work set forth in Appendix B, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Recitals. In the case of a misrepresentation of facts set forth in Section 8.44, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

4.0 CONTRACT TERM

4.1 Initial Term

The term of this Contract shall be three years, commencing July 1, 2015 or after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Two One-Year /Six Month-to-Month Extensions

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. Each such extension shall be exercised at the sole discretion of the Director or his designee. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option. The Director may also extend the Contract term on a month-to-month basis subject to the terms and conditions of this Contract. Up to six one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. The County maintains a database that tracks/monitors performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Extension to Complete Emergent/As-Needed Services

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. Contractor shall not perform any emergent or as-needed work after the expiration of the contract without an approved written extension.

4.4 Contractor to Notify County When it is Within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

4.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

5.0 CONTRACT SUM

5.1 Compensation

The net amount the County shall expend from its own funds during any Contract year for septic tank maintenance services shall not exceed the maximum annual amount provided by Contractor's submitted Form P-1, Offer to Perform, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.2 Increase of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount to cover unexpected services, which is not subject to reimbursement from other third parties by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

5.4 Compensation Payable Only Under Completion of Items/Description of Work at Quoted Rates

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work issued under the Contract and executed by the Director or the Chief Deputy. Compensation for all work shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 5.1 and 8.47.

5.5 No Increase in Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

5.6 Additional Work

The Contractor shall be compensated for additional work authorized in writing by the Director at the rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 5.1 and 8.47. Emergency, special or unscheduled services that take place outside of regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be considered additional work subject to this Section and will be paid at the rate per hour for unexpected services, as specified on Form P-1. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

5.7 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

5.8 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payment

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work specified in Appendix B - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1 - Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.9.2 The Contractor shall submit an invoice to the Department on or before the fifteenth of the month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice for which it claims payment. Invoices shall identify the Contract number, Contractor address, the dates and

locations where work was performed and the names of employees who performed the work. If unscheduled work additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation. All invoices under this Contract shall be submitted to the following address:

Los Angeles County
Department of Beaches and Harbors
Financial Services Section
13575 Mindanao Way
Marina del Rey, CA 90292

The County may withhold from payment any amount assessed by the CA which is authorized as a set off, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 8.43, Termination for Default.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

5.9.3 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Facilities and Maintenance Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of County Administration referenced in the following sub-paragraph is designated in Appendix E - County's Administration. The County shall notify the Contractor in writing of any change in the name of the address shown.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-14 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative. The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Representative on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

7.3 Confidentiality

7.3.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.3.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.3, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.3 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.3.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee. In the event the Contractor does not sign the Amendment, the Contractor may not be considered for further work pursuant to the Contract.
- 8.1.3** The Director of the Department and/or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services

to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigation and responding to complaints.

- 8.5.1** Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation,

or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Form P-6 – Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit B and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2)

Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they

may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of

such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other

party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.3 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without Limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the

“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division, Contracts Unit-
13837 Fiji Way
Marina del Rey, CA 90292**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be

provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial ratings

Coverage shall be placed with insurers acceptable to the County of Los Angeles with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement

form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of the Department, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of the Department, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of the Department, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of the Department, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of the Department, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of the Department, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances, a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Statement of Work, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit C, Internal Revenue Service Notice No.1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Form P-14, Contractor's Administration. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless

the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Unit
13837 Fiji Way
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 8.208.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall

continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42-Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit

of creditors.

8.45.2 The rights and remedies of the County provided in this Section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 8.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 8.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County

to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 8.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.51 "Warranty of Compliance with County's Defaulted Property Tax

Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 8.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should

have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the

certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.3.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

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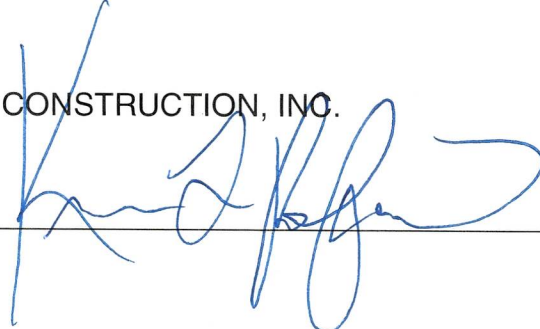
IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Mayor of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

EPD CONSTRUCTION, INC.

By 

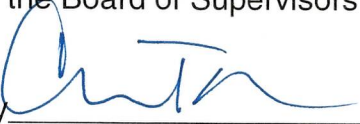
COUNTY OF LOS ANGELES

By 
Mayor, Board of Supervisors



ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39

JUN 02 2015

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By 
Deputy


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78379

**LOS ANGELES COUNTY OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICE**

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Bidder shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Bid.

1.3 Personal Services of Designated Persons Required

This Contract provides that the individuals identified in the Contractor's bid must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

1.4 Property Damage

County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1** The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule servicing of added facilities and otherwise amend and modify the Statement of Work in accordance with the County's needs. Such amendments and modifications may be made by the Director or his/her designee.
- 2.2** The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes.
- 2.4** All changes must be made in accordance with Appendix A, Sample Contract, sub-paragraph 8.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 3.1** The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.
- 3.2** The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be submitted to the County's Contract Administrator for review and may be subject to amendment by the Director or his designee. The plan shall include, but may not be limited to the following:
- Method of monitoring to ensure that Contract requirements are being met;
 - Documentation methods of all monitoring results, including any corrective action taken; and

- Steps taken to correct deficiencies reported by the Department or discovered by your reviewer.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Appendix A, Sample Contract, sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 General Requirements

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within ten workdays.

- 4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.4 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in this Statement of Work, or proceed with Contract termination as provided in Appendix A, Sample Contract, sub-paragraph 8.43, Termination for Default.

4.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County Contract Administrator

5.1.1 The Facilities and Property Maintenance Division Chief, or his authorized designee, shall be the Contract Administrator who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

5.1.2 The Contract Administrator will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

5.1.3 The Contractor's work shall be subject to the Contract Administrator's acceptance and approval, which shall not be unreasonably withheld.

5.1.4 The Contract Administrator is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor's Representative

5.2.1 The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

5.2.2 The Contractor's Representative shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

5.3 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The Contractor's Representative may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

5.4 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

5.5 Changes of Key Personnel

The Contractor shall obtain the approval of the Contract Administrator before replacing the Contractor's Representative or the supervisor. Such approval shall not be unreasonably withheld.

5.6 Personnel

- 5.6.1** Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- 5.6.2** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the facility.
- 5.6.3** Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft or felony convictions.
- 5.6.4** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.
- 5.6.4** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

5.6 Communication with Department

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

5.7 Emergencies

The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special septic tank maintenance services. The Contractor shall make such services available within two hours of telephone notice.

5.8 Reporting Injury, Theft, Damage or Vandalism

The Contractor's Representative shall report to the Contract Administrator any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the Contract Administrator.

5.9 Reporting Emergency Repairs

The Contractor's Representative shall report immediately to the Contract Administrator any condition of the facilities requiring emergency repairs. After hours notification shall be made to:

John Giles, District Manager

(310) 454-7962 Office

(310) 420-5596 Cellular

-or-

Carlos Zimmerman, Asst. Div. Chief

(310) 305-9591 Office

(310) 420-4973 Cellular

5.10 Other Duties

The Contractor shall perform other duties within the scope of the Contract as required by the Director.

6.0 SCOPE OF MAINTENANCE – MICROSEPTEC SEPTIC SYSTEM MODEL ES-12

6.1 On-going Services

6.1.1 Remote System Monitoring

Contractor shall monitor the system for performance and respond to the system alarms on an on-going basis. In the event a system alarm is received, Contractor shall first attempt to correct the system fault remotely. If the system cannot be corrected remotely, contractor shall respond and send a technician to the site within four hours of an alarm. Contractor shall ensure phone/data line is in working condition, and if

not, coordinate with the phone service provider for repair to ensure a swift response to the system alarms.

6.2 Monthly Services

Contractor shall supply and add Chlorination and De-chlorination tablets as needed.

6.3 Quarterly Services

6.3.1 Septic Tanks

Contractor shall perform scheduled preventive maintenance as recommended by the manufacturer. If needed, maintenance shall be performed on a monthly basis. This includes, but is not limited to, cleaning, lubricating, inspecting, testing, sampling and adjusting the septic system. In addition, the contractor shall inspect all risers for the following:

- Water level
- Sludge thickness and consistency
- Clearance of all obstructions
- Scum thickness and consistency
- Liquid levels
- Pumps floats
- Pump amperage
- Flow rate
- Plumbing Tee's cleared of obstacles

6.3.2 Dispersal Field

Inspect and clean any obstructions on the Dispersal Box (D-Box).

6.3.3 Calibrate Telemetry

Inspect and calibrate all the sensors to assure the telemetry unit is working properly.

6.3.4 Reporting

Contractor shall complete reports as required by the Contract Administrator.

6.3.5 Sampling

Service provider shall perform effluent sampling and County reporting.

6.3.6 Alkalinity and Feed Equipment

- Inspect Pump Operation (Clean if necessary)
- Inspect Mixing Unit
- Check chemical level (add soda ash when necessary)

6.4 As-Needed Services

The Contractor will be responsible to perform minor repairs that do not involve replacement of parts, such as connecting loose wires, etc.

7.0 FACILITIES, EQUIPMENT AND PARTS FURNISHED BY COUNTY

7.1 Storage

During the term of the Contract or any extension period, the Contractor may store the equipment and supplies used in performance of the Contract work as directed by the Contract Administrator. The use of any storage area furnished by the County shall be at the sole risk of the Contractor. It is acknowledged and agreed that any such storage shall not constitute a bailment or storage for hire and that the County shall have no responsibility for protecting the stored property from loss, theft, damage or destruction. The County may revoke permission to use any such storage area on 24 hours' notice.

7.2 Keys and Gate Cards

The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities. The Contractor's Representative shall report any lost or stolen key or gate cards to the Contract Administrator within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the Contract Administrator upon Contract termination.

The Contractor shall not duplicate any key or gate card without the Contract Administrator's prior written consent. Duplication of any key or gate

card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

7.3 Department Issued Parking Pass

The Department will provide to the Contractor, on a yearly basis, a parking pass to be placed in the Contractor's vehicle while on County premises in the performance of the contract work. The issued parking pass shall be displayed in a visible area within the Contractor's vehicle.

7.4 Replacement Parts

The County will reimburse the Contractor separately for the parts required to be replaced in the normal course of business (such as UV disinfection bulbs). However, the Contractor must request and receive pre-approval from the Contract Administrator to procure and replace the parts. The County has discretion as to whether it will, on its own, procure the parts and supply them to the Contractor, or request the Contractor provide parts.

8.0 GREEN INITIATIVES

8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall document those efforts on Form P-15.

8.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

9.0 PERFORMANCE EVALUATION

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contracts terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the

County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS), pages 1A and 2A, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

10.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Septic Tank Maintenance Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: PARAGRAPH 5.9 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month	Review of Invoices	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.24 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor shall maintain required liability amounts and coverages	Review of Insurance Certificates	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-6, Contractor's EEO Certification	Inspection of Files	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.0 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond to Contract Discrepancy Report within five working days	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as Contractor's Representative	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.6.3 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's employees shall have no serious misdemeanor, felony or theft convictions	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.1 – <i>SCOPE OF MAINTENANCE</i>	Contractor shall send technician to site within 4 hours if unable to respond to alarm remotely	Observation & Documentation	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Septic Tank Maintenance Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 6.1. – SCOPE OF MAINTENANCE	Contractor shall provide remote monitoring system of the septic tank system(s)	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.3 – SCOPE OF MAINTENANCE	Contractor shall maintain performance of septic tanks on a quarterly basis	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.3.4 – SCOPE OF MAINTENANCE	Contractor shall complete reports as required by Contract Administrator	Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 7.2 – FACILITIES AND EQUIPMENT	Contractor shall report any lost or stolen keys or gate cards within 24 hours of its discovery	Inspection & Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 7.4– FACILITIES AND EQUIPMENT	Contractor shall not replace any parts without pre-approval from the CA	Inspection & Observation	\$100 per occurrence

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Authorized Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date _____

Contractor Representative's Signature and Date _____



20722 Main Street
Carson, CA 90745
Phone (310)241-6565 x245
Fax (310)241-6566

TRANSMITTAL COVER SHEET

DATE: March 5, 2015

SENT TO: Los Angeles County Department of Beaches and Harbors
Contracts Unit, Miguelangel Tamayo
Septic Tank Maintenance Services IFB
13837 Fiji Way, Marina del Rey, CA 90292

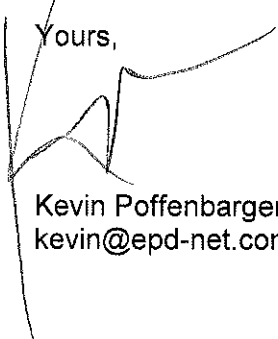
FROM: Kevin Poffenbarger

SUBJECT: Bid for As-Needed Septic Tank Maintenance Services
(Zuma Beach)

Mr. Tamayo

Transmitted herein is our complete bid for the subject IFB. We appreciate the opportunity to be of service. Please feel free to contact me with any questions or concerns.

Yours,


Kevin Poffenbarger
kevin@epd-net.com

DEPARTMENT OF BEACHES AND HARBORS
SEPTIC TANK MAINTENANCE SERVICES

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22-23	- P-5: Quality Control Plan
24	- P-6: Bidder's EEO Certification
25	- P-7: Contractor Employee Jury Service Program Certification Form and Application for Exemption
26	- P-8: Certification of No Conflict of Interest
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29	- P-11: Certification of Independent Price Determination & Acknowledgement of IFB Restrictions
30	- P-12: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
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37	- P-19: Prospective Contractor List of Terminated Contracts
38	- P-20: IFB Exception Form

**AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES
OFFER TO PERFORM / PRICE PROPOSAL**

Bidder:

Name: EPD Construction, Inc.
Address: 20722 Main St.
Carson, CA 90745
Phone: 310-241-6565 Fax: 310-241-6566

To: Gary Jones, Director, Department of Beaches and Harbors

Bidder, responding to the Invitation For Bids (IFB), issued by the Los Angeles County Department of Beaches and Harbors, offers to provide As-Needed Septic Tank Maintenance Services on the terms and conditions for the performance of this work that are set forth in the IFB. Such services shall be performed during a three-year term at the sole discretion of the Director and, may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Bidder's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Bidder is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other: _____
State of organization: California Principal place of business: Los Angeles County

Out of state vendor's authorized agent for service of process in California:

Name N/A Address _____ Phone _____

The Bidder represents that the person executing this offer and the following persons are individually authorized to commit the Bidder in any matter pertaining to the proposed Contract:

Kevin Poffenbarger, President 310-241-6565
Name Title Phone

Sandra Poffenbarger, CEO 310-241-6565 - [Signature] 3-3-15
Name Title Phone

Bidder's signature: [Signature] Date: 3.3.14

Kevin Poffenbarger, President 310.241.6565 x 215
Name Title Phone

PRICE PROPOSAL

Please complete the areas below with the annual price per unit required to perform maintenance as indicated in the Scope of Work. The annual price per unit will remain the same throughout the contract term and any optional years, if exercised. Additionally, please also provide an hourly rate for unexpected services. Bidder's price shall include the cost of providing maintenance services, remote monitoring, as well as overhead, risk items or any other associated expenses to provide the services.

LOCATION/MANUFACTURER		ANNUAL PRICE PER UNIT
Zuma Lifeguard HQ/MicroSepTec		\$14,502.00
TOTAL ANNUAL COST		\$14,502.00 + T&M FOR UNEXPECTED SERVICES
Rate per Hour for Unexpected Services:		\$70 (M-F) \$140 (EVENINGS, WEEKENDS + HOLIDAYS)

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.4, Bidder's Minimum Requirements of this Invitation for Bid, as listed below.

Check the appropriate boxes:

☒ Yes ☐ No Bidder(s) must have a minimum of five years' experience providing maintenance service of septic tank systems.

☒ Yes ☐ No Bidder(s) must be trained and/or authorized by the manufacturer of the septic system with appropriate verification included with the Bid submission.

☒ Yes ☐ No Bidder must complete and return required Forms P-1 - P-20 with the Bid.

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Bidder's Name: EPD Construction, Inc

Address: 20722 Main St., CA. 90745

E-mail address: kevin@epd-net.com Telephone number: 310-241-6565

Fax number: 310-241-6566

On behalf of EPD Construction, Inc (Bidder's name), I Kevin Poffenbarger
(Name of Bidder's authorized representative), certify that the information contained in this Bidder's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Title

Date

20-0598479

Internal Revenue Service
Employer Identification Number

838432

California Business License Number

135473

County WebVen Number

JUDGMENTS IN THE LAST FIVE YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE
<i>No NE</i>			

PENDING LITIGATION			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE/ CURRENT STATUS
<i>No NE</i>			



Secretary of State Main Website

Business Programs

Notary & Authentications

Elections

Campaign & Lobbying

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**
(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information**

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, March 03, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	EPD CONSTRUCTION INC.
Entity Number:	C2605391
Date Filed:	02/10/2004
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	20722 MAIN ST.
Entity City, State, Zip:	CARSON CA 90745
Agent for Service of Process:	SANDRA C POFFENBARGER
Agent Address:	20722 MAIN ST.
Agent City, State, Zip:	CARSON CA 90745

CERTIFICATE OF
GOOD STANDING

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

EPD Construction, Inc.
411 N. Harbor Blvd, Ste 304
San Pedro, CA 90731

This Space for Filing Use Only

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
411 N. Harbor Blvd, Ste 304	San Pedro	CA	90731
3. STREET ADDRESS OF PRINCIPAL BUSINESS IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
same		CA	
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE
same			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Sandra Poffenbarger	411 N. Harbor Blvd, Ste 304	San Pedro	CA	90731
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Kevin Poffenbarger	411 N. Harbor Blvd, Ste 304	San Pedro	CA	90731
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Sandra Poffenbarger	411 N. Harbor Blvd, Ste 304	San Pedro	CA	90731

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
Sandra Poffenbarger	411 N. Harbor Blvd, Ste 304	San Pedro	CA	90731
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Kevin Poffenbarger	411 N. Harbor Blvd, Ste 304	San Pedro	CA	90731
10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: **0**

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS

Sandra Poffenbarger

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
411 N. Harbor Blvd, Ste 304	San Pedro	CA	90731

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Environmental Systems and General Building Construction

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

7/1/2011

DATE

Sandra Poffenbarger

TYPE/PRINT NAME OF PERSON COMPLETING FORM

CEO

TITLE

SIGNATURE

Pa. 7

STAFFING & WORK PLAN

Form P3
Page 1 of 2

- 1. STAFFING PLAN:** Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person's resume.**

Position	Name	Experience	Responsibility
Contractor's Representative	Kevin Poffenbarger	17-yrs	Technical Support
Supervisor	Kevin Poffenbarger	17-yrs	
Other:	Humberto Lamela	10-yrs	Manage operations- Staff in field
Other:	GIANCARLO CAMERA	9-yrs	

- 2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION** Kevin Poffenbarger & Sandra Poffenbarger

- 3. IDENTIFY PARTNERS/SUBCONTRACTORS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
NONE					

4. **TRAINING:** Please describe the training you have received to service MicroSepTec septic tank systems. Include dates and any certifications you may have received.

HAS WORKED WITH MICROSEPTIC DOES NOT HAVE A FORMAL TRAINING PROGRAM. EPD DESIGN, CONSTRUCTION & OPERATION OF THE FIRM/PRODUCT TO OPTIMIZE THE PLAN HAVE BEEN THROUGH VALUUS AUBURN, MAINTENANCE & PREVENT TRAINING COURSES & PARTICIPATE IN ALL NEW 5. **STAFFING INFORMATION:** Please describe the level of staff who would be assigned to provide the requested services. COURSE AT AUBURN.

SEE TABLE 1, STAFFING PLAN.

6. **EMERGENCIES AND UNEXPECTED SERVICES:** Please describe how your firm will respond and handle emergencies and unexpected services.

EPD PERSONNEL ON THE STAFFING PLAN ALTERNATE BEING ON CALL FOR EMERGENCY RESPONSE. A DEDICATED CELL PHONE WITH INTERNET / EMAIL ACCESS RECEIVES ALARMS FROM MICROSEPTIC. THE URGENCY OF THE ALARM IS ASSESSED, WITH EMERGENCY SERVICE 7. **ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach additional pages if necessary):** PROVIDED AS REQUIRED.

EPD HAS DEVELOPED A DATABASE SOFTWARE TO ASSIST IN MANAGING & TRACKING THE 300+ ACTIVE MAINTENANCE PROPERTIES. EPD OFFICE PERSONNEL ARE PROFICIENT IN THE SOFTWARE AND ALL SYSTEMS MAINTAINED, AND SERVE TO MANAGE AND DISPATCH FIELD PERSONNEL IN AN ACCURATE AND EFFICIENT MANNER.

KEVIN POFFENBARGER, RCE 69089

Email: Kevin@epd-net.com

EDUCATION

California Polytechnic State University, San Luis Obispo, California. Bachelor of Science, Civil and Environmental Engineering with concentrations in Soil Remediation, Wastewater Treatment, Resource Recovery, and Spanish Studies.
University of Maryland, Munich Campus, Germany. Associate of Arts with concentration in German Studies.

CERTIFICATES, TRAINING, AND REGISTRATIONS

- California State Board of Registration for Professional Engineers and Land Surveyors, Registered Civil Engineer, license number 69089
- California SWRCB Construction General Permit Qualified SWPPP Developer / Practitioner (QSD / QSP), Certificate #20671
- California Contractors State License Board, Registered General and Septic System Contractor, Class B, C42, license number 838432
- City of Malibu: Registered Inspector for Onsite Wastewater Treatment System, ID IP-12004; Registered Designer for Onsite Wastewater Treatment System, ID DS-12007; Registered Installer for Onsite Wastewater Treatment System, ID IT-12005; Registered Operations & Maintenance for Onsite Wastewater Treatment System, ID DS-12003
- National Association of Waste Transporters, Certified Onsite Wastewater System Inspector, ID 5329ITX
- National Association of Waste Transporters, Certified in Operation and Maintenance of Onsite Wastewater Systems, certificate 5329 OM II
- Seminar in California Law for Design Professionals, Lorman Educational Services, Pasadena, California, 2001.
- Seminar in Advanced Onsite Wastewater Treatment System Design and Installation, City of Malibu, California, 2000.
- Seminar in Design of ATAD Sludge Treatment Systems, Seattle, Washington, 2000.
- Seminar in Onsite Wastewater Treatment and Nitrogen Removal, California Wastewater Training and Research Center, Pomona, California, 1999.
- Seminar in Onsite Wastewater Treatment, STEP, Pressure, and Small Diameter Collection Systems, City of Malibu, California, 1999.
- California Onsite Wastewater Association, member since 2003.
- National Onsite Wastewater Recycling Association, member since 2007

PROFESSIONAL EXPERIENCE

Mr. Poffenbarger is trained in civil and environmental engineering with more than fifteen years of civil engineering, water and wastewater engineering, storm water management, CNG fueling design, and soil / groundwater remediation experience. Originally with URS Corporation in Sacramento, he was involved with extensive soils and groundwater remediation projects at McClellan Air Force Base. Mr. Poffenbarger subsequently proceeded to found Environmental Planning and Design / EPD Consultants, Inc for engineering design services, and EPD Construction, Inc. for construction services ("EPD"). As a principal engineer of EPD, he has successfully planned, designed, permitted, installed, and operated a wide variety land development projects, with an

emphasis on hillside grading, onsite wastewater and storm water reuse systems, and CNG fueling. This includes an integrated stormwater and graywater reuse system at the Natural Resources Defense Council's Robert Redford Building in Santa Monica. At this building, stormwater and graywater collected onsite are treated to remove all contaminants prior to being reused for toilet flushing and water-efficient irrigation. In typical water reuse systems designed by Mr. Poffenbarger at many other projects, such as the Audubon Nature Center in Los Angeles and the Los Angeles Unified School District Clear Creek Campground in La Canada, all wastewater generated onsite is biologically treated prior to being recycled as subsurface irrigation. Other accomplishments at EPD include development of an onsite wastewater maintenance and inspection company through EPD Construction, Inc.; design and construction of onsite wastewater systems for numerous luxury resorts and Indian gaming casinos in California; as well as integrated stormwater, wastewater, and irrigation system planning, design, and construction throughout the Southwest. Mr. Poffenbarger serves as the City of Calabasas Plan Checker for Onsite Wastewater System submittals.

EPD, Los Angeles, California, Principal.

- Malibu Sands Shopping Center, design-build contract for onsite wastewater engineering and permit processing with the City of Malibu and RWQCB for the emergency repair of the existing septic systems that serve the subject property. This includes design of a 10,000-gal per day Upflow Sludge Blanket Filter (USBF) treatment system with odor control, Malibu, California.
- Go Natural Gas Moreno Valley, engineering and permit processing for a compressed natural gas (CNG) fueling station, Moreno Valley, California
- Stage Stop Plaza, engineering and county/state permit negotiations for an onsite wastewater system to serve a new commercial project (shopping center) in the zero-growth small community, Los Olivos, California.
- Stillheart Retreat Center, engineering and county/state permit negotiations for a new onsite wastewater system to serve the expansion of a holistic retreat center. Challenging site constraints included location of treatment tanks inside parking garage, vertically stacked Orenco AX100 treatment tanks, and Geoflow subsurface drip irrigation on a 2:1 slope in a redwood forest, Woodside, California.
- Big River Elementary School, engineering and county/state permit negotiations for a new onsite wastewater system to serve a new elementary school. System includes recirculating media filtration and advanced nitrogen removal to meet nitrogen drinking water standards in the effluent prior to disposal to a Geoflow subsurface drip irrigation system, Needles, California.
- Malibu Institute, engineering and county/state permit negotiations for a new university satellite campus retreat with meeting rooms, event center, wellness center, and overnight facilities. Campus is to be constructed within an existing golf course, and all wastewater is to be treated to Title 22 unrestricted non-potable reuses standards and reused onsite for golf course irrigation, Malibu, California.
- TimCo CNG, engineering and permit processing for multiple compressed natural gas (CNG) fueling stations, Santa Ana, Los Angeles, California
- Pico Library, engineering and county/state permit negotiations for a new storm water reuse system. Roof runoff will be captured and stored in a below ground cistern, treated, and reused for toilet flushing in the new library expansion building, Santa Monica, California.

- Tower Grove Residence, Birdview Residence, Castlewood Residence and others, hillside grading and drainage engineering, including entitlement / permit negotiations and permit processing. Project elements included incorporation of Low Impact Development drainage elements to satisfy SUSMP / WQMP requirements, storm water and gray water reuse systems, and retaining wall design.
- Malibu Lagoon, civil grading and drainage plans for the Phase I parking lot reconstruction, with Low Impact Development drainage elements. Construction administration for the Phase II lagoon restoration. Prior to the restoration plan, installation and testing of first storm water decontamination unit to be deployed in the United States, with Battelle National Labs and Purizer Corporation. The system utilized UV light and ozone in a high-rate configuration to decontaminate storm water prior to discharge into a sensitive wetlands and estuarine habitat, Malibu Lagoon, Malibu, California.
- Malibu Country Mart I, II & III, onsite wastewater engineering and permit processing with the City of Malibu and RWQCB for the emergency repair of the existing septic systems that serve the subject property. This includes design of a 40,000-gal per day Membrane Bioreactor (MBR) treatment system in order to meet strict nitrogen discharge limits in the 303d-listed Malibu Lagoon area of Malibu, California.
- Clear Creek Campground, site characterization (infiltration testing), design, specifications, and permit processing for upgrade of the sewage treatment and dispersal system for a Los Angeles Unified School District campground. System includes first Septic Tank Effluent Gravity (STEG) sewer system, Orenco Advantex Recirculating Textile Filters (RTF), Ultraviolet Disinfection, and Geoflow subsurface drip irrigation, La Canada, California.
- Point Dume Plaza Shopping Center, Malibu Lumber Shopping Center, site characterization (percolation testing), onsite wastewater engineering for a Membrane Bioreactor (MBR) treatment system, permit processing with the City of Malibu and RWQCB, Malibu, California.
- La Paz Shopping Center, site characterization (infiltration testing) for subsurface drip irrigation for a large commercial development. Includes project management to mobilize ten operational infiltration test kits in order to meet strict time deadlines.
- Duke's Malibu Restaurant, Point Dume Plaza Shopping Center, Malibu Circle K, other commercial and residential, operations and maintenance of advanced onsite wastewater treatment and dispersal systems, Malibu, California.
- Top o Topanga, Malibu Pier, analysis of existing extended aeration wastewater treatment systems, including development of treatment system modifications and alternatives, Topanga and Malibu, California.
- Shakespeare Academy, site characterization (infiltration and percolation testing), hydrology study along Topanga Creek, design, permitting with RWQCB, Department of Fish and Game, and L.A. County Environmental Health, specifications, and contract administration of advanced onsite wastewater treatment systems for an acting school. Treatment system includes OSI Advantex RTF, UV disinfection, and seepage pit design, Topanga, California.
- Audubon Nature Center, site characterization (infiltration testing), design, permitting with the RWQCB and City of Los Angeles Bureau of Sanitation, specifications, and contract administration of self-contained interpretive center elements including onsite wastewater treatment and recycling with an Advantex

RTF treatment system, ultraviolet disinfection, with Geoflow subsurface drip reuse. Design and specifications of sustainable building and landscape features, Los Angeles, California.

- Antelope Valley Stormwater Percolation Testing, implementation and mobilization to conduct long-term silt laden storm water percolation tests for subdivision development in the Antelope Valley area of Los Angeles County. Includes conducting five simultaneous tests over a two month period controlled from a central pump facility with test basins located up to ½ mile distant. All tests resulted in collection of accurate and valuable data, Antelope Valley, California.
- Pomo Indian Casino, site characterization (infiltration testing), design, specifications, and contract administration of pump station and 10-acre Paulownia orchard for agriforestry reuse of reclaimed wastewater effluent, Clear Lake, California.
- City of San Francisco Port Authority, design of integrated and sustainable Storm Water Management Plan, utilizing watershed-based analysis and receiving waters pollution limits (TMDLs) as the organizing principles of the plan and development of Best Management Practices (BMPs) options for present and future site development, use of bioswales in commons and perimeter areas, hardscape and landscape mitigations, San Francisco, California.
- Natural Resources Defense Council, West Coast Headquarters, design, permitting, specifications, and contract administration of an integrated graywater / stormwater recycling and reuse system for the LEED Platinum Green Building project. Design and specifications of a Kitec dedicated plumbing water supply systems, gray water plumbing, provision for recycled water, roofing scheme, and photovoltaics, Santa Monica, California,
- Reseda Lake Improvements, recommendations and design to improve water quality in an urban lake containing large populations of both domestic and migratory waterfowl, which are fed in excess by park visitors, Los Angeles, California.
- Vista Hermosa Park, design and permit processing of stormwater detention / interpretive pond and water features including meandering stream in urban Los Angeles park. Design of storm water cistern and methane mitigation measures for all water features including pond, Los Angeles, California.
- Malibu Beach Inn, design, permitting, specifications, and contract administration of 6,000 gpd secondary treatment retrofit for beachfront hotel. System utilizes existing septic tank for primary treatment, new Bio-Microbics FAST treatment system configured to be H2O traffic-rated, new 5000-gallon hydraulic stabilization tank, telemetry controls, and existing leach fields, Malibu, California.
- Fuller Theological Seminary, conceptual design of varying levels of sustainable wastewater, stormwater, and solid waste decentralized treatment to reuse systems, with an emphasis on integrated landscape and building systems for the 50-year growth plan of the 30-acre campus, Pasadena, California.
- Hotel Butterfly, design, with *Post Ranch* architect Mickey Muennig, a Green Building project featuring dedicated Kitec plumbing systems, recycled water, photovoltaics, use of pervious paving systems, passive solar design, and constructed wetlands water features, Napa, California.
- Original Hope Ranch Estate, specifications and installation of onsite wastewater treatment/reuse system. Design and specifications of cistern upgrade from two Xerxes 30,000-gallon tanks to four Xerxes 30,000-gallon tanks. Design and specifications of integrated green driveway using the ECS irrigation system with

Invisible Structures and EcoStone Porous Paving Systems, Santa Barbara, California.

- Casino Morongo, design, specifications, and construction of interim 120,000 gpd septic system to accommodate immediate Casino expansion during the Master Planning process of locating and installing a centralized wastewater treatment facility for the entire *Morongo Band of Mission Indians* Reservation. System utilizes previously existing septic tanks as grease interceptors, multiple 50,000-gallon Xerxes septic tanks in series, multiple OSI Biotube Effluent Filters in parallel, and an Infiltrator Systems Leach Field in conjunction with the previously existing leach field. Master Planning and feasibility study for centralized treatment and reuse system utilizing Advanced Integrated Ponds (AIWPS), Cabazon, California.
- Bay City Flowers, design, permitting, specifications, installation of wastewater recycling and greenhouse reuse system, using Bio-Microbics FAST secondary treatment system, UV disinfection, and a pond system to recycle water to over 120,000 square feet of greenhouses for commercial potted plant production, San Mateo County, California.
- Great Circle Water, design, specifications, and construction of bench, pilot, and full scale demonstration project drawing raw wastewater from the municipal sewer and producing high quality recycled water using ultrafiltration and O₃/UV disinfection, Dublin/ San Ramon Wastewater District, and Great Circle Water, Pleasanton, California.
- Edgewood, New Mexico, feasibility study and wastewater treatment system selection, utilizing the Advanced Integrated Wastewater Pond System (AIWPS).
- Sea Mesa, O'Neil Residence, others, site characterization (infiltration and/or percolation testing), design, permitting, specifications, and installation of first Alternative Onsite Wastewater Treatment Systems with evapotranspiration reuse, Malibu, California.
- Fingold Residence, Carlson Residence, Lauer Residence, others, site characterization (infiltration and/or percolation testing), design, permitting, specifications, contract administration and/or installation of Graywater Reuse Systems in Beverly Hills, Malibu, Fullerton, and Santa Monica, California.
- Anderson Residence, MacLeod Residences, Segel Residence, and others, development, design, permitting, specifications, and installation of first alternative septic wastewater systems for beach homes with small lots, for environmental and public health protection, using Recirculating Textile Filters, Malibu, California.
- State of New Mexico Lands Commission, Design of sustainable systems including alternative bioengineered storm water, wastewater and energy systems for 13,000 acre *Mesa del Sol* annexation to the City of Albuquerque, New Mexico.

URS Greiner, Sacramento, California.

- Design and implementation of performance monitoring protocols for soil vapor extraction / catalytic oxidation (SVE / CatOx) systems for *in-situ* remediation of petrochemical and solvent contaminated soil at McClellan Air Force Base, Sacramento, California.
- Specifications for operations and maintenance of SVE / CatOx systems.
- Supervision of field personnel for operations and maintenance of SVE / CatOx systems.

- Specifications for operations and maintenance of granular activated carbon (GAC) final polishing systems.
- Perform data management and production of monthly and quarterly operations reports.

BUSINESS AND FINANCIAL SUMMARY

- BACKGROUND.** Please provide a summary description of your experience in providing septic tank maintenance services. Include your experience using remote system monitoring and your response time responding to system alarms.
6-Yrs w/ Zuma Beach Lifeguard Station. 17-years overall experience
- EXPERIENCE/REFERENCES.** List all experience your firm has had in the past five years providing the requested services. At least five years' experience must be demonstrated. At a minimum, five references should be submitted.

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.
2012	ongoing	DESARSO GARDENS	1218 DESARSO DR CA CANADA, CA 91011	KEN GODWIN- AUSTEN	818.950.7787
2012	ongoing	URBAN OUTFITTERS LLC I & P LIMITED	3806 CROSS CREEK MALIBU, CA 90265	VICTOR MARTINEZ	310.584.1102
2013	ongoing	MALIBU COUNTRY INN	6506 WILLOWARD BLVD MALIBU, CA 90265	ADIS YANIKIAN	310.487.9122
2005	ongoing	LOS ANGELES PAULA COSIN	28928 PACIFIC COAST HWY MALIBU, CA 90265	PAULA COSIN	310.498.4051
2010	ongoing	MALIBU SPIRIT CIRCLE K SERVICE STATION	21016 PACIFIC COAST HWY MALIBU, CA 90265	MEXICAN SALVADOR	310.486.6684

Attach additional pages if necessary

3. Location of office of operation CARSON, CA.

4. How many full-time employees does your firm employ? 6

5. Please attach verification/certification as an authorized service provider for MicroSepTec septic tank systems.

17-YRS EXPERIENCE. MANUFACTURER DOES NOT PROVIDE CERTIFICATE. 944.305.0651

6. Attach an organizational chart or describe the organization of your firm.

7. Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of the Sample Contract.

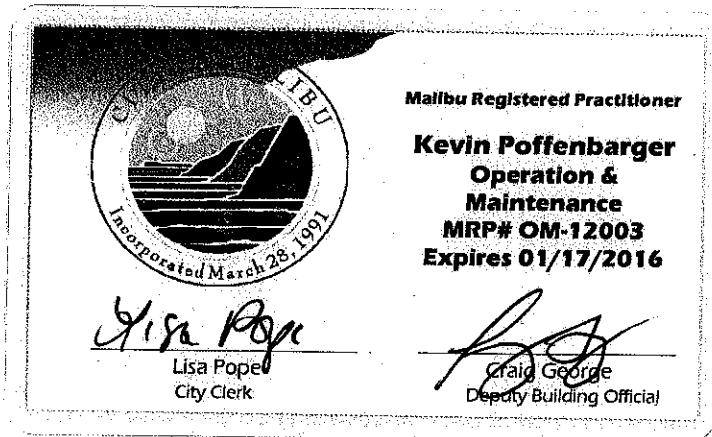
8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: [Signature]

Date: 3.3.15

Title: President

VERIFICATION / CERTIFICATION AS SERVICE PROVIDER

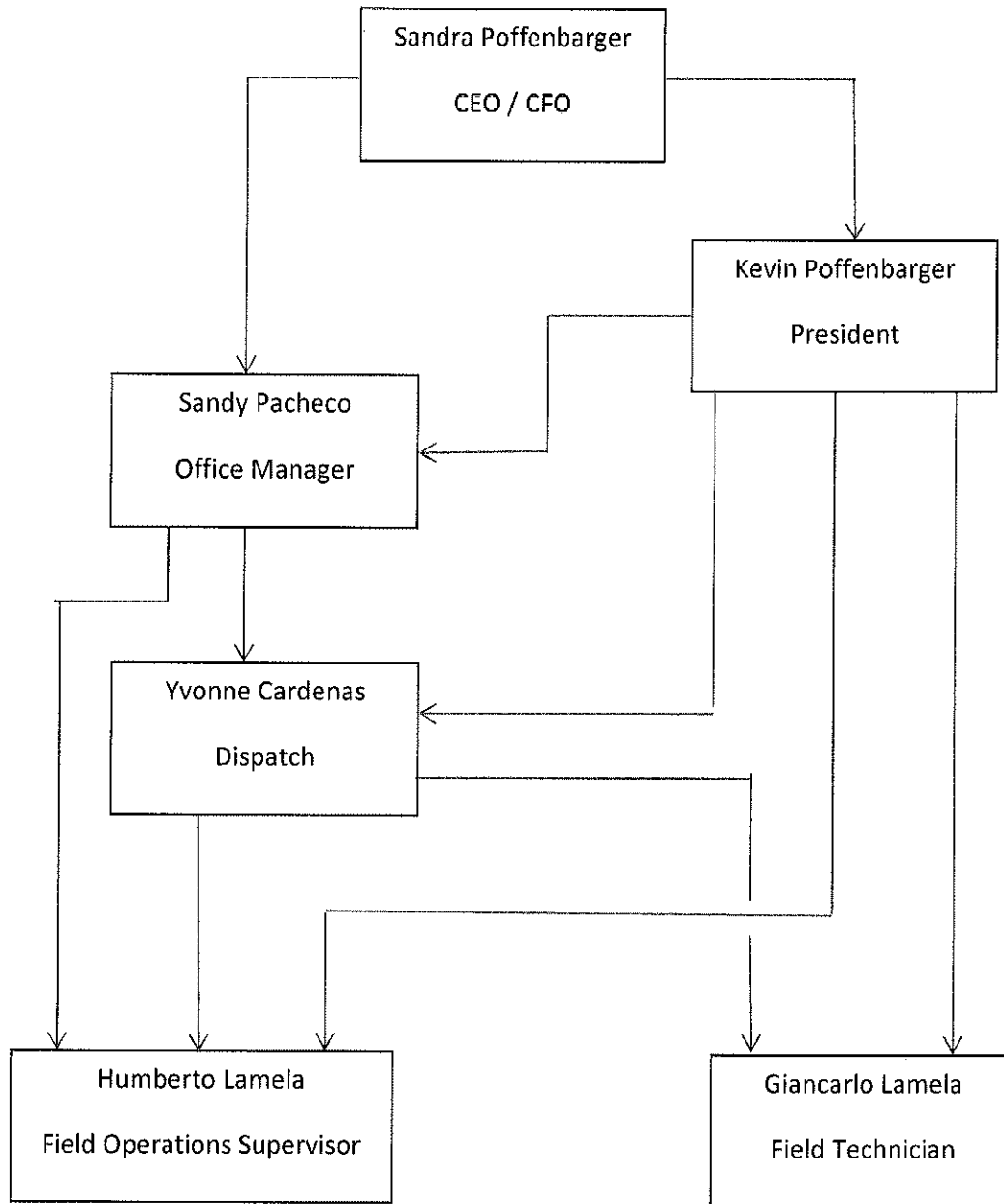


MFR CERTIFIED FOR:

1. Micro SEP TEC
2. ADVANTER
3. SEPTITECH
4. Micro FAST
5. Jet

Kevin Poffenbarger
7.3.15

EPD CONSTRUCTION, INC ORGANIZATIONAL CHART





270710

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
9/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (818) 464-9300 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 15303 Ventura Boulevard, 7th Floor Sherman Oaks, CA 91403-3197	CONTACT NAME: Gavin Wilson PHONE (A/C, No, Ext): 818-464-9420 FAX (A/C, No): 866-475-9866 E-MAIL: gavin.wilson@wellsfargo.com ADDRESS:																					
INSURED EPD Construction, Incorporated 20722 S. Main Street Carson, CA 90745	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Colony Insurance Company</td><td>39993</td></tr><tr><td>INSURER B :</td><td>United Financial Casualty Company</td><td>11770</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Colony Insurance Company	39993	INSURER B :	United Financial Casualty Company	11770	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 8161827**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$2,500-BI/PD/PI & AI Per Occurrence			103GL000595901	9/6/2014	9/6/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			054972765	7/7/2014	7/7/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EPDCONS-01

LSIMONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leaders Choice Insurance Services Inc. 2520 Venture Oaks Way, Suite 310 Sacramento, CA 95833	CONTACT NAME:	
	PHONE (A/C, No. Ext): (866) 211-2123	FAX (A/C, No): (866) 913-7036
INSURED EPD CONSTRUCTION, INC. 20722 South Main Street Carson, CA 90745	E-MAIL ADDRESS: info@leaderschoiceins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC6840547-02	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

QUALITY CONTROL PLAN

Bidder shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
 - A plan for reviewing the work of Bidder and Bidder's employees and ensuring its accuracy and compliance with professional standards; *QA/QC PER FLOW CHART ON FORM P-4 & ACT**
 - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and *COVERED IN ACT**
 - The methods for identifying and preventing unsatisfactory performance of the Contract work. *ROUTINE QA/QC OF FIELD WORK BY KENN POFFENBARGER*
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
*TELEPHONALLY - CONTINUOUS BY ON-CALL PERSONNEL
BI-MONTHLY DISINFECTION & QUARTERLY SERVICE BY FIELD PERSONNEL.*
3. Describe the steps taken to correct deficiencies reported by the Department.
GO TO SITE & VERIFY/REPAIR DEFICIENCY, NOTIFY DEPARTMENT IN WRITING OF STEPS TAKEN TO REMEDY DEFICIENCY.
4. Describe your response time to complaints received from the Department.
*EMERGENCY - 4 HRS
NON EMERGENCY - 5 BUSINESS DAYS*
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
*ALL ENTERED IN ACT**
6. Provide samples of forms to be used in monitoring. *✓ SEE ATTACHED*
7. If available, please attach your firm's written quality control plan.
NOT YET FINALIZED IN FORMAL WRITING.

**ACT = EPD CUSTOM DATABASE SOFTWARE*

Date Range: 1/20/2015 - 1/20/2015

Project ID

M257

Project Address

**30050 PCH Zuma Beach
Lifeguard Station**

Date

1/20/2015

Type of Service & Details

Technician

Betto

Monthly Maintenance

SERIAL NUMBER: ES25-F1001-3301

General Conditions

Is there an offensive odor in the general area? **NO**

Are there any changes in the surrounding area that could affect system performance?
NO

Are the tank lids in acceptable condition, and secured/sealed to tank? **YES**

Are there any signs of water intrusion in the tank? **NO**

Are liquid levels at expected heights in all chambers? **YES**

Control Panel / Compressors

Did the alarms activate when the 'Test' button was pressed? **YES**

Does the controller show signs of moisture, corrosion, or damage? **NO**

Does the telemetry alert the technician when an alarm is triggered? **YES**

Was the desiccant bag refreshed/replaced? **YES**

Were the back-up batteries checked/replaced? **NO**

Are the conduits in controller sealed from moisture? **NO**

Are the air compressors located in an area that meets specifications? **YES**

Are the air compressor(s) operational? **YES**

Do the air compressors pass a pressure/flow test? **N/A**

Does the Low Air Alarm activate when each compressor is disconnected? **YES**

Was the air compressor filter(s) cleaned or replaced? **YES**

Enter compressor serial number(s): **0407000357A #0111001515**

Primary Settling Chamber (1st Riser)

When was the last time the tank was pumped? **BLANK**

Is Recirculation flow visible in inlet tee? **NO/ ADJUSTED**

Is the sludge amount within specifications? **NO Thickness: 12 INCHES**

Is the scum layer thickness within specifications? **YES Thickness: 9 INCHES**

1st and 2nd Aeration Chambers (2nd Riser)

Was the equipment enclosure (tub) found to be completely dry? **N/A**

Do the electrical connections (DIN Rail) show signs of corrosion or damage? **N/A**

Does the 1st aeration chamber show an acceptable amount of mixing? **YES**

Does the 2nd aeration chamber show an acceptable amount of mixing? **YES**

Is bio-film growing inside & on biomedica? **YES**

Were the air diffusers inspected and cleaned? **YES**

Final Clarifier (4th Chamber) (3rd Riser)

Are air bubbles or agitation visible in chamber? **NO**

Was the recirculation pump cleaned and inspected? **YES/ AIRLIFT**

Was the recirculation pump calibrated? **YES Setting: 29**

Is sludge visible in chamber? **YES**

Is a scum layer visible in chamber? **NO**

Was the effluent filter inspected and cleaned prior to leaving premises? **YES**

How would you describe the condition of the effluent filter (check one): clean / light
soil / **medium soil** / heavy soil

Effluent Storage Chamber (3rd Riser)

Did the High-level alarm activate upon raising the HLA (top) float? **YES**

Is there any sludge in the compartment? **NO**

Simplex Effluent Pump

Is the pump started by the HLO (middle) float? **YES**

Is the pump started by the timer (reset controller)? **NO**

Does the pump shut off when the LLC (bottom) float is fat-side-down (with the
pump running)? **YES**

Duplex Effluent Pump

Is pump P1 started by the timer (reset controller)? **N/A**

Is pump P2 started by the HLO (middle) float? **N/A**

Does pump P1 shut off when the LLC (bottom) float is fat-side-down (with the
pump running)? **N/A**

Were Pumps P1 & P2 reversed (P1 is now P2 and vice versa)? **NO**

Was the effluent pump(s) pulled and inspected? **NO**

Upon arrival, was the UV indicator light on the UV junction box on? **YES**

Does the UV alarm come on when the power is disconnected? **YES**

Was the UV insert cleaned? **YES**

Was the UV lamp replaced? **NO**

BIDDER'S EEO CERTIFICATION

EPD Construction, Inc
 Company Name
20722 Main St., Carson, CA 90745
 Address
20-0598479
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Bidder has a written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	()	(X)
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	(X)	()

Kevin DeFaria
 Signature
Kevin DeFaria, President
 Name and Title of Signer (Please Print)

3.3.15
 Date

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>EPD Construction, Inc</u>		
Company Address: <u>20722 Main St.</u>		
City: <u>Carson</u>	State: <u>CA</u>	Zip Code: <u>90745</u>
Telephone Number: <u>310-241-6565</u>		
Solicitation For <u>OSM</u> Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

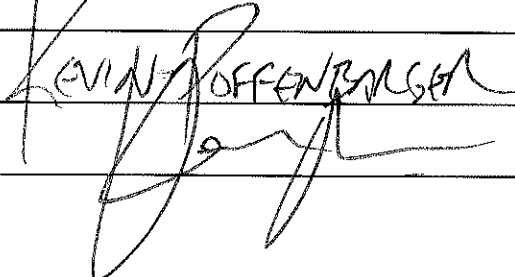
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>KEVIN ROFFENBARGER</u>	Title: <u>PREZIDENT</u>
Signature: 	Date: <u>3.3.15</u>

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

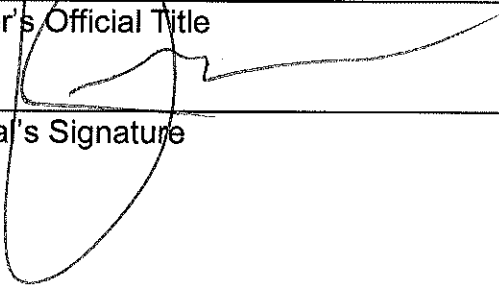
Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Kevin Poffenbarger
Bidder's Name

President
Bidder's Official Title


Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

Bidders unable to meet this requirement shall not be considered for contract award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) X _____ NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

X _____ YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO X _____ N/A (Program not available)

Bidder Organization: EPD Construction, Inc.

Signature: _____

Print Name: Kevin Poffenbarger

Title: President Date: 3.3.15

Telephone No.: 310-241-6565 Fax No.: 310-241-6566

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

3.3.15

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS

- A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all name(s) and telephone number(s) of person legally authorized to commit the Bidder.

NAME

PHONE NUMBER

Kevin Poffenbarger
Sandra Poffenbarger

310-241-6565
310-241-6565

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this proposal.

EPD Construction, Inc

Name of Firm

Kevin Poffenbarger

Print Name of Signer

President

Title

[Signature]

Signature

3.3.15

Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: N/A *Need to certify still
COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		51%	25%	25%	40%	20%
Asian or Pacific Islander						
American Indian						
Filipino						
White	49%		25%	25%	20%	20%

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49%
Women	%	51%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Kevin J. Fratterson</u>	Authorized Signature 	Title <u>PRESIDENT</u>	Date <u>3.3.15</u>
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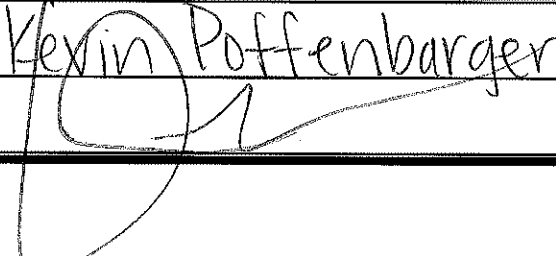
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: EPD Construction, Inc		
COMPANY ADDRESS: 20722 Main St		
CITY: Carson	STATE: CA	ZIP CODE: 90745

I hereby certify that I meet all the requirements for this program:

- No ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- No ☐ I have submitted my three most recent annual tax returns with my application;
- No ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- No ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Kevin Poffenbarger	TITLE: President
SIGNATURE: 	DATE: 3.3.15

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: EPD Construction, Inc

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Kevin Poffenbarger
Title: President
Address: 20722 Main St
Carson, CA 90745
Telephone: 310-241-6565
Facsimile: 310-241-6566
E-Mail Address: kevin@epd-net.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Sandra Poffenbarger
Title: CEO
Address: 20722 Main St
Carson, CA 90745
Telephone: 310-241-6565
Facsimile: 310-241-6566
E-Mail Address: sandra@epd-net.com

Name: Sandy Pacheco
Title: Administrative Assistant
Address: 20722 Main St
Carson, CA 90745
Telephone: 310-241-6565
Facsimile: 310-241-6566
E-Mail Address: spacheco@epd-net.com

Notices to Contractor shall be sent to the following:

Name: Kevin Poffenbarger
Title: President
Address: 20722 Main St
Carson, CA 90745
Telephone: 310-241-6565
Facsimile: 310-241-6566
E-Mail Address: kevin@epd-net.com

GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Paragraph 9.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

- Recycle all metals from construction waste
- Recycle other construction waste as possible
- Recycle/regenerate all granular activated carbon for odor control filters
- Integrate digital reporting database system to minimize paper waste
- Partial CNG fleet, scheduled to convert entire fleet
- All in office materials recycled if possible

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>EPD Construction, Inc</u>		
Company Address: <u>20722 Main St</u>		
City: <u>Carson</u>	State: <u>CA</u>	Zip Code: <u>90745</u>
Telephone Number: <u>310-241-6565</u>	Email address: <u>Kevin@epd-net.com</u>	
Solicitation/Contract For <u>DEM</u> Services:		

The Proposer/Bidder/Contractor certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

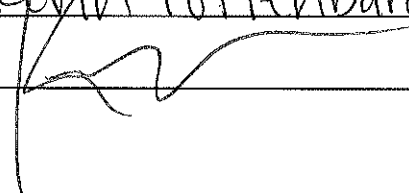
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Kevin Poffenbarger</u>	Title: <u>President</u>
Signature: 	Date: <u>3.3.15</u>

Date: _____

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

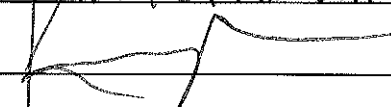
Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm: <u>EPD Construction, Inc</u>	County Webven No. <u>135473</u>
Print Name: <u>Kevin Poffenbarger</u>	Title: <u>President</u>
Signature: 	Date: <u>3.3.15</u>

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: EPD Construction, Inc

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm <u>Beaches 3 Harbors</u>	Address of Firm <u>13483 Fiji Way, Trailer #1</u> <u>Marina del Rey, CA 90292</u>	Contact Person <u>Michael Thomas</u>	Telephone # <u>(310) 305-9559</u>	Fax # <u>()</u>
Name or Contract No. <u>77308</u>	# of Years / Term of Contract <u>5 yrs</u>	Type of Service <u>Septic Maintenance</u>	Dollar Amt. <u>\$11,930.00</u>	
2. Name of Firm	Address of Firm	Contact Person	Telephone # <u>()</u>	Fax # <u>()</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # <u>()</u>	Fax # <u>()</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # <u>()</u>	Fax # <u>()</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # <u>()</u>	Fax # <u>()</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: EPD Construction, Inc.

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm <u>None</u>	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				
2. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				
3. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				
4. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				

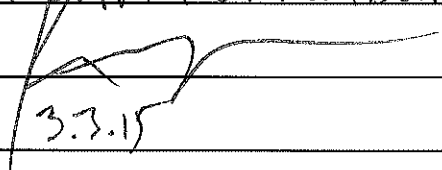
IFB EXCEPTION FORM

Bidder's Name EPD Construction, Inc
Address 20722 Main St, Carson, CA 90745
Telephone 310-241-6565 Fax 310-241-6566
E-mail Address Kevin@epd-net.com

- ☒ I have reviewed the IFB, Appendices, Exhibits and Forms in its entirety and have **NO** exceptions.
- ☐ I have reviewed the IFB, Appendices, Exhibits and Forms in its entirety and **have** the following exceptions:

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Print Name Kevin Poffenbarger
Signature 
Date 3.3.15